CASES REPORTED THIS WEEK.

*In the Solicitors' Journal.*



*In the Weekly Reporter.*



The Solicitors' Journal and Reporter.

LONDON, JULY 30, 1887.

## CURRENT TOPICS.

ATTENTION SHOULD BE DIRECTED to an interesting letter in another column in which Mr. MUNTON sets out the points taken by the counsel for the Middlesex Registry in the recent case. They do credit to the ingenuity of the learned counsel, but appear to have failed to raise any doubt in the minds of the judges. It seems that the case is to be appealed, and that the appellants mean to rely mainly on their novel discovery that the witness to a memorial must not only have attested the execution of the deed by the grantee, but also by the grantor. It is to be hoped that the appeal will be heard before the Long Vacation, as, until the question is settled, practitioners are placed in a somewhat embarrassing position.

LORD SELBORNE'S question to the Lord Chancellor on the 21st inst. elicited the information that the appointment of an additional judge of the Chancery Division is delayed only by the state of business in Parliament. The authority for the appointment is to be obtained under section 18 of the Appellate Jurisdiction Act, 1876, which provides that "whenever any two of the paid judges of the Judicial Committee shall have died or resigned, her Majesty may, upon an address from both Houses of Parliament representing that the state of business in the High Court of Justice is such as to require the appointment of an additional judge, fill up one of the vacancies created" by the transfer under that Act of three judges from the High Court to the Court of Appeal. As the vacancy created was in the Queen's Bench Division, we presume that the intention is to appoint a judge to that division, and then, under section 31 of the Judicature Act, 1873, transfer the judge to the Chancery Division. The Lord Chancellor held out some hope that the opportunity for moving the address might occur before the close of the present session; but Mr. W. H. SMITH, on being questioned on the subject, did not give much encouragement to this idea. It is difficult to see how any serious opposition or lengthy debate could be raised in the House of Commons upon a proposal, relating to the judicial machinery, made by the Lord Chancellor on the authority of a recommendation of the Chancery Chambers Committee, and strongly supported by two ex-Lord Chancellors.

THE STATISTICS given by Lord SELBORNE, in his question asked in the House of Lords on the subject of the appointment of an additional judge of the Chancery Division, were in some respects imperfect. Having carefully gone through the statistics available, we find that during the last five years the average number of causes in the Chancery lists at the commencement of each of the four sittings has been close on 780, making a yearly average of about 3,120, and that, during the first three of those years (for which alone the judicial statistics are as yet published), the average number of causes per judge of the Chancery Division disposed of per annum was 557; and this number includes those causes which appeared in the lists and were disposed of otherwise than by being heard (owing, probably, in many cases, to delays caused by lack of judicial strength), while the average number per judge actually heard during each of those three years was 414. If these figures are considered we think it will be seen that there will be ample work for another judge.

COMPLAINTS ARE MADE that the Chancery Paymaster crosses the cheques he sends to parties through the post. Such complaints appear to be most unreasonable. The rule (Supreme Court Funds Rules, 1886, r. 48) makes it a condition that all such cheques shall be crossed so as to be "payable only through a banker," as otherwise the Paymaster would have but little assurance that the money reached the proper hands. Although it would be very unwise to alter this practice, it should be observed that, under the same rule, the Treasury has power to vary the conditions of such payments from time to time, but we fail to see how they could be altered, even for the purpose of very small payments, without removing a very material safeguard, especially having regard to the possibility of the Treasury having to replace money improperly paid. It might be suggested that small payments might be made by means of postal orders or post office orders; but these must be paid for, and if the amount paid for an order were to be deducted from the amount paid complaints would increase, and, moreover, the Paymaster would be compelled to make a vast increase in the number of entries in his books, and would have some difficulty in procuring a proper receipt for the money paid. A crossed cheque comes back to the paymaster with the receipt of the payee indorsed.

AN IMPORTANT POINT on the Remuneration Order was decided by Mr. Justice NORTH on Monday in *Re Faulkner*. Mr. FAULKNER, a solicitor, had been employed by the vendor in connection with the sale of some property, and had done some work preliminary to that done by the auctioneer, who had been employed and paid by the client for conducting the sale by auction. The preliminary work, for which the solicitor made separate charges, consisted of attendances on the auctioneer, preparing advertisements of sale, attending to insert advertisements in newspapers, examining proofs of particulars of sale, attending auction, &c. The question was whether the solicitor, who, of course, was not entitled to the "conducting fee," was entitled to be paid for such preliminary work. The taxing master disallowed the items on the ground that *Re Field* (33 W. R. 504, 553, 29 Ch. D. 608) and *Re Emanuel & Simmonds* (34 W. R. 613, 33 Ch. D. 40) apply to sales as well as to leases. The case of *Re Wilson* (29 SOLICITORS' JOURNAL, 438, 29 Ch. D. 790) was cited to the master, but he considered that it did not affect the question. Objections to the taxation were carried in, but the master adhered to his decision. The attention of the Council of the Incorporated Law Society was then called to the case, and as they considered the principle involved to be an important one to the profession generally, and as the master's contention seemed to them untenable, they supported the solicitor in an appeal, and in the result Mr. Justice NORTH held that *Re Wilson* applied, and that the taxing master had acted on a wrong principle, and he therefore referred the bill back to him for further consideration as to the propriety of particular items, the learned judge intimating that, if anything which the solicitor had done was properly the auctioneer's work, the solicitor would not be entitled to be paid for it. The gist of the decision appears to be contained in the following extract from the shorthand notes of the judgment:—"It seems to me that, if there is anything done by the solicitor which is not auctioneer's work, and which is necessary towards conducting the sale, he ought to receive payment for it. According to the decisions in cases relating to the fee for deducing title when a solicitor has done part of the work, but not the whole, he is not allowed the scale fee, but he is allowed to charge for the work he has done. It seems to me that these cases are authorities for saying that the same rule must be applied to the fee for conducting a sale when the whole of the work has not been done by the solicitor—viz., when an auctioneer has been employed at the client's expense."

THE REPORTS of the committee of the Gloucestershire and Wiltshire Incorporated Law Society generally contain matter of

interest, and there will be found in the report for the present year a very clear, able, and temperate exposition of the society's grounds of objection to the Land Transfer Bill. The first is, of course, the introduction of compulsion. The committee admit that, if compulsion is to be applied at all, the Bill is as little objectionable as may be, but they point out that this does not make it the less true that if the system should prove to be really for the benefit of landowners, it would need no compulsion to secure its adoption. The second objection is to the requirement that the vendor shall be registered before transfer, which appears to the committee to involve unnecessary expense. We confess we do not understand why this provision of the Bill should have been so strenuously maintained against Lord HERSCHELL's proposal for amendment. The narrowness of the majority (6 only) by which it was retained in the House of Lords seems to render it probable that the provision will disappear before the Bill passes into law. Among other objections, we are glad to see that the committee lay special stress on the suspicious vagueness of the Bill as to the intended *status* of solicitors in regard to practice in the Office of Land Registry. The amendment introduced by the Lord Chancellor shortly before the Bill passed the House of Lords, confining the provisions of clause 53 (4), relating to the remuneration by fees of "officers employed on behalf of applicants for registration or other persons dealing with the Land Transfer Office," to examiners of title, surveyors, and other persons as provided by the rules, is still far from satisfactory; and a strong effort will have to be made to supplement it by an express proviso to the effect of the clause we suggested in April last (*ante*, p. 422), which was taken from the South Australian statute relating to land transfer.

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A VENERABLE and learned county court judge, the "father" of the county court bench, has had a very singular adventure. He seems to have wandered from his distant Northern Circuit to this wicked Metropolis, and to have fallen into the hands of an interviewer. He has been made to disclose his opinions as to the extent of his judicial labours and the way in which he has done his judicial work (on which points his opinions are favourable); also on "the British House of Commons" and the "legal bigwigs in town" (on which his opinions are less favourable). His "facial contortions," his "eloquent smile," and his mode of sitting back "somewhat haughtily" in his chair, have also been duly noted, and these opinions and habits have been disclosed in the columns of the *Pall Mall Gazette* to an eagerly interested public. He has also been represented as holding a conversation on the extension of county court jurisdiction, from which the following are extracts:—

"'Well, and what kind of a tale have you to tell, Judge INGHAM, after your lifetime of legal toil?' 'Not a bad one; that which cannot be altered must be tolerated and made the best of. I have always striven to do the best with the material at hand. But the ridiculous limit that has been rigidly maintained upon our jurisdiction has been a great drawback. . . .' 'And you propose—what?' 'I propose that our jurisdiction be extended.' 'But what would be the benefits arising out of such extension?' 'In the first place a suitor could go to law without the prospect of ruination in the matter of costs in case of failure. Secondly, we consider ourselves better fitted to deal with local cases from a local point of view than the judges of the higher courts, who cannot be expected to be conversant with something they never previously heard about. In my own case I have worked my present circuit for forty years, and, knowing the fads and fancies of the districts, I am better able to grasp the innumerable questions that crop up. Thirdly—and most important of all—the judges of the higher courts would be relieved of most of their work, which, as matters go at present, of necessity is subjected to considerable delay. But,' continued Judge INGHAM, with an eloquent smile whose meaning was plain to be seen without a word of text, 'I don't suppose the judges want easing of any work—in fact, when such a proposal is even broached, they it is who oppose it tooth and nail. The one object seems to be to retain as much work as possible in London.' 'But surely you don't mean to say, Judge INGHAM, that the legal big-wigs in town are bent upon thriving out of nourishment that really belongs to their country cousins, if the latter were justly dealt with?' 'Indeed I do; that is the very thing. Of course we are supposed to be incapable of dealing with a county court case in which more than £50 is involved—but then that is all nonsense. . . .' Far away in the distance, immediately behind a conglomeration of agrarian legislation, is the light of better days, and once the powers of the county court are elaborated and the judges given an unshackled hand the present small debt court will merge into an institution of greatness, dealing with all manner of questions, and wielding a power in the land.'"

It is to be feared that there is undue consolation for "the legal big-wigs," fattening on their country cousins' nourishment, in the consideration that the "light of better days," together with the county court judge's "unshackled hand," are yet "far away in the distance"; and some of them may even venture a doubt as to whether a "local point of view" is, in the abstract, always synonymous with a legal point of view, and whether knowledge of "the fads and fancies of the district" is an essential qualification for the administration of justice. They may, perhaps, suggest that one of the best judges who ever sat on the county court bench (not far from Judge INGHAM's district) was once "a legal bigwig in town," ignorant of district "fads and fancies," but with a plentiful supply of legal knowledge and common sense—which, perhaps, are not very bad substitutes.

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THERE OUGHT TO BE no doubt on the question whether a judge of first instance has power to vary an order made by another judge of equal standing, but an application made to Mr. Justice KEKEWICH on Wednesday last appears to have raised such a doubt. In the case of *Kurtz* v. *Spence* (35 W. R. 26, 33 Ch. D. 579) Mr. Justice CHITTY made an order striking out certain specific words from the plaintiff's statement of claim. The application made to Mr. Justice KEKEWICH, to whom the action has been transferred, was for leave to amend the statement of claim by inserting the words that had been struck out. The learned judge, not being satisfied that he had the jurisdiction to make the order, refused the application. It transpired that the application was made to Mr. Justice KEKEWICH, not so much with the expectation of its being granted, as with a view to giving the plaintiff an assured position when applying to the Court of Appeal. It is difficult to see how any hesitation on the part of the learned judge could have arisen. If he has power to vary or reverse an order made by one of his colleagues in the Chancery Division, where is he to draw the line? And how far may he go without infringing on the jurisdiction of the Court of Appeal? The latter court will, if necessary, solve this question.

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## REMOTENESS IN BEQUESTS TO CHILDREN.

THE case of *Re Coppard's Estate, Howlett* v. *Hodson* (35 W. R. 473, 35 Ch. D. 350), ought not, we think, to be passed over without notice. The case was this:—A testatrix directed that her trustees should hold one moiety of the residue of her estate "upon trust for the benefit of the children or child of my said nephew, William Hodson, to be vested interests in them as to such of them as shall be sons or a son on their or his respectively attaining the age of twenty-five years, or being daughters or a daughter on their or her respectively attaining the said age of twenty-five years, or respectively being married before that age, which shall first happen." William Hodson was still living. He had seven children, all infants, four having been born in the testatrix's lifetime and three since her death. The eldest daughter of William Hodson was married in February, 1887. Mr. Justice Stirling held, on the authority of *Elliott* v. *Elliott* (12 Sim. 276), that the fund was divisible between such of the four children living at the death of the testatrix as being sons might attain twenty-five or being daughters might attain that age, or marry, and that the daughter who married in 1887 had at the present time alone become entitled to a vested interest.

It is clear that had the age mentioned in the will been twenty-one instead of twenty-five, the children born after the death of the testatrix would, subject to fulfilling the condition as to age or marriage, have been entitled to share with the other children. The question to be considered is whether, as such a construction would have made the gift obnoxious to the rule against perpetuities, Mr. Justice Stirling was warranted, on the authority of *Elliott* v. *Elliott*, in deciding that the gift was confined to the children living at the testatrix's death, instead of holding that it was altogether void; and we shall endeavour to shew that the decision was not justified. We are not concerned to deny that *Elliott* v. *Elliott* was in point as a precedent, but we contend that that case ought not to have been followed.

The learned judge, after noticing that *Elliott* v. *Elliott* was

decided in 1841, after argument, and admitting that he had found no case since in which it had been followed, said: "Yet, upon the other hand, I have found none which can be said to be directly in conflict with it, or in which it has been dissented from or even doubted"; and, after referring to the earlier case of *Kevern* v. *Williams* (5 Sim. 171) as tending in the same direction, his lordship added, "Therefore I think that, under the circumstances, if *Elliott* v. *Elliott* is to be set aside, it is for the Court of Appeal to do it, and not for me."

Now, certainly in one case at least, dissent or doubt was clearly expressed with reference to *Elliott* v. *Elliott* by no less able a judge than the late Vice-Chancellor Wigram; for in *Mainwaring* v. *Beevor* (8 Hare, at p. 48) he said this:—"If the class is to be confined to the grandchildren *in esse* at the death of the testatrix the argument is intelligible. In the case of *Elliott* v. *Elliott* the Vice-Chancellor seems to have adopted that construction on the ground that it brought the bequest within the rules of law as to remoteness, proceeding, I suppose, upon the principle that where a will admits of two constructions, that is to be preferred which will render it valid. The rules of construction cannot, however, be strained to bring a devise or bequest within the rules of law." It appears to us that, although this was perhaps an *obiter dictum*, it is a strong condemnation by Vice-Chancellor Wigram of the decision referred to. It appears to us also that the rule for the construction of gifts of the class in question laid down in the House of Lords by Lord Selborne in *Pearks* v. *Moseley* (29 W. R. 1, at p. 2, 5 App. Cas. 714, at p. 719) shews that the construction adopted in *Elliott* v. *Elliott* was wrong, and confirms what was said by Vice-Chancellor Wigram. Lord Selborne said:—"The rule which has always been applied to cases of remoteness is this: you do not import the law of remoteness into the construction of the instrument, by which you investigate the expressed intention of the testator. You take his words, and endeavour to arrive at their meaning, exactly in the same manner as if there had been no such law, and as if the whole intention expressed by the words could lawfully take effect. I do not mean that, in dealing with words which are obscure and ambiguous, weight, even in a question of remoteness, may not sometimes be given to the consideration that it is better to effectuate than to destroy the intention; but I do say that, if the construction of the words is one about which a court would have no doubt though [*qu.* if] there was no law of remoteness, that construction cannot be altered, or wrested to something different, for the purpose of escaping from the consequences of that law." We think that had the above observations of Vice-Chancellor Wigram and Lord Selborne been present to the mind of Mr. Justice Stirling he would have been well justified in not following *Elliott* v. *Elliott*.

We think we have shewn that *Elliott* v. *Elliott* has been dissented from or doubted, but, moreover, we now come to a case "in conflict" with it; we refer to *Griffith* v. *Blunt* (4 Beav. 248), decided in the same month as *Elliott* v. *Elliott*, not apparently brought to the attention of the court in the principal case, in which a decision on a case almost identical with *Re Coppard's Estate* was pronounced by Lord Langdale, M.R., quite at variance with *Elliott* v. *Elliott*, Lord Langdale having held that the gift was too remote. The case was this: A testatrix gave a third part of her residuary personal estate to trustees in trust to accumulate the same and the interest and to stand possessed of the same and the accumulations "in trust for all and every the child and children of my said two nephews T. R. Dimsdale and C. J. Dimsdale, equally to be divided between or amongst them, if more than one, share and share alike, *per capita* and not *per stirpes*, the share or shares of such of them as shall be a son or sons to be an interest or interests vested in him or them respectively at his or their age or respective ages of twenty-five years, and the share or shares of such of them as shall be a daughter or daughters to be an interest or interests vested in her or them respectively at her or their age or respective ages of twenty-five years or day or respective days of marriage with the previous consent of her or their parents or guardians, which shall first happen." The testatrix died in 1832. T. R. Dimsdale and C. J. Dimsdale survived her. The plaintiffs were their only children and were all under the age of twenty-five, and one, who was a daughter, had married with the consent of her father. From the report in 10 L. J. Eq. N. S. it appears (see p. 373) that the youngest child was twelve years old at the institution of the suit in 1840. The question in the suit was whether the gift to the children of T. R. Dimsdale and C. J. Dimsdale was or was not too remote. It does not appear to have occurred to the counsel for the plaintiffs (one of whom was the late Mr. Tinney) to contend that the gift might be limited to children living at the testatrix's death. Their argument, as against the next of kin, was based entirely upon some expressions from which it was contended that the vesting was not postponed, but only the payment. The judgment is very short; Lord Langdale, having taken time to read over the will, said that the will was really free from ambiguity; that the vesting was not to take effect till twenty-five or marriage, and that the gift was therefore too remote.

Having regard, then, to the decision in *Griffith* v. *Blunt*, to Vice-Chancellor Wigram's observations as to *Elliott* v. *Elliott*, and to the rule of construction enunciated by Lord Selborne in *Pearks* v. *Moseley*, we do not hesitate to express our conviction that the decision in *Re Coppard's Estate* cannot be supported.

## REMISSION OF ACTIONS OF TORT TO THE COUNTY COURT.

### I.

[In a short note, some time ago, on the decision of the Divisional Court in *Stokes* v. *Stokes* (35 W. R. 613) we intimated an opinion according with the view adopted by the court and recently affirmed by the Court of Appeal. We have since been favoured with the following elaborate discussion of the question, and the importance of the matter, as well as the division of opinion to which it has given rise among the profession, seem to justify us in giving the other side of the argument.]

Hardly any subject connected with the administration of justice has of late years engaged more earnest attention than the costs attendant on legal proceedings. Whether it be that the general stagnation of business and the all-prevailing depression have tightened litigants' pockets, or that practitioners have become more exorbitant, or that greater publicity is now given to the sums paid for legal services, certain it is that its expense has become the most prominent feature in modern litigation. For meeting the popular complaint on this head various expedients have been devised; that which has found most favour both with the Legislature and with the framers of the Rules of Court is the development of county court jurisdiction. This development takes place in two ways—one by actual addition, as where a new class of business is by statute brought within county court cognizance; the other by increased business, as where resort to the county court is stimulated in cases in which the High Court has also concurrent jurisdiction. Instances of the former kind of development are furnished by the Employers' Liability Act, 1880, and by the Acts under which actions and proceedings may be transferred to the county court (19 & 20 Vict. c. 108, s. 26; 30 & 31 Vict. c. 142, ss. 7, 8, 10; 47 & 48 Vict. c. 61, s. 17); instances of the latter kind of development are furnished by the statutory provisions and rules of court which take away or diminish costs in the High Court where redress might have been had in the county court. Of the various enactments under which a transfer to the county court may be effected, the most important is, perhaps, section 10 of the County Court Act, 1867 (30 & 31 Vict. c. 142); this and sections 5, 7, and 8 of the same statute are, by section 67 of the Judicature Act, 1867, made applicable to the High Court of Justice. The recent decision of the Court of Appeal in *Stokes* v. *Stokes* (W. N., 1887, p. 141), affirming the Divisional Court (35 W. R. 613, 19 Q. B. D. 62), that an action for slander may be remitted to the county court, affords a fitting opportunity for inquiring into the true interpretation of the above sections.

By section 10, then, of the County Court Act, 1867, it is provided that a defendant against whom an action for malicious prosecution, illegal arrest, illegal distress, assault, false imprisonment, libel, slander, seduction, or other action of tort is brought in a superior court may apply for an order to remit the action to the county court on an affidavit that the plaintiff has no visible means of paying the costs of the defendant in the event of the plaintiff's failure to obtain a verdict. By section 67 of the Judicature Act, 1873, it is provided that sections 5, 7, 8, and 10 of the County Court Act, 1867, shall apply to all actions com-

menced or pending in the High Court of Justice in which any relief is sought which can be given in a county court. It is obvious that section 10 of the County Court Act, 1867, applies *per se* to actions of slander and other actions of tort not within the original jurisdiction of the county court. The question is, has the operation of this section been in any way modified or affected by section 67 of the Judicature Act, 1873? First, then, how would the law stand if section 67 had never been passed? Would or would not the provisions of the County Court Act, 1867, have been applicable to the High Court of Justice? In reply to this query it might be contended with some force that at least section 10 of that Act would, *ex vi termini*, have applied to the High Court, for that section speaks generally of an action of tort brought in a superior court, and the High Court is, by the Judicature Act, constituted a superior court of record. It is not, however, necessary to speculate upon this point, for section 16 of the Judicature Act, 1873, expressly transfers to the High Court the jurisdiction which, at the commencement of the Act, was vested in, or capable of being exercised by, all or any of the judges of the superior courts in pursuance of any statute; and section 24 (6) declares that, subject to the provisions of the Act as to equitable rights, the High Court shall give effect to all legal claims and demands in the same manner as the same would have been given effect to by the old superior courts if the Act had not passed. Under the terms of sections 16, 24 (6) it is abundantly clear that the provisions of the County Court Act, 1867, would, in the absence of section 67 of the Judicature Act, have been applicable to the High Court; hence section 67 is superfluous if its object be merely to incorporate provisions which were already incorporated. There is only one other function which section 67 can subserve, and that is, either to amplify or to limit the operation of the incorporated provisions of the County Court Act. The words "shall apply to all actions in which any relief is sought which can be given in a county court" may be taken, in an amplifying sense, to mean that the provisions of the County Court Act shall in future apply to certain cases to which they did not formerly extend, or, in a limiting sense, to mean that the provisions of the County Court Act shall only in future apply to cases in which the redress sought, or some part thereof, could have been obtained in the county court had the action been originally instituted there. In which of these senses is section 67 to be understood in reference to actions of tort? In the amplifying sense, is the answer of the Court of Appeal in *Stokes* v. *Stokes*. In the limiting sense, is our answer upon the true construction of the statute. Let us weigh the arguments on both sides.

In *Stokes* v. *Stokes* an action for slander was brought in the High Court, and an order was made at chambers for its remission under section 10 of the County Court Act, 1867; from this order an appeal was brought to the Divisional Court, on the ground that section 67 of the Judicature Act had confined the power of remitting to actions which could have been originally brought in the county court. The Divisional Court (Field and Manisty, JJ.) held that there was no implied repeal of the County Court Act by section 67, and that there was consequently still jurisdiction to remit an action of slander. Neither of the learned judges who composed the Divisional Court seems to have attempted to give any positive interpretation of section 67. Field, J., contented himself with a declaration that the jurisdiction to remit continued unimpaired. Manisty, J., however, observed that under section 10 of the County Court Act a county court had power to give relief in actions of slander, and, therefore, by section 67 there was power to remit—surely and truly a very egregious *petitio principii*. The Court of Appeal (Lord Esher, M.R., Lindley and Lopes, L.JJ.) affirmed the Divisional Court, holding that section 67 was intended to extend the provisions of the County Court Act to cases not formerly within their scope. It is exceedingly difficult to suggest any new case which is thus intended to be included, for, under the words "other actions of tort," section 10 of the County Court Act seems to comprehend every action of tort not therein definitely enumerated. These words cannot be restricted to any particular class of torts, inasmuch as the torts individually mentioned are of an entirely heterogeneous character, and thus the word "other" cannot be read in any restrictive sense as simply applicable to torts *ejusdem generis* with those previously specified. This position is in accordance with the *ratio decidendi* in *Clapham* v. *Oliver* (30 L. T. 365), where it was held that section 10 extended to an action of trover. There is, perhaps, one somewhat far-fetched instance in which it is possible to attribute to section 67 the effect of extending the application of section 10 of the County Court Act, and that is an action of tort in which the defendant has set up a counter-claim. It might possibly be urged that such a case would not be covered by the terms of section 10 of the County Court Act as simply incorporated by section 16 of the Judicature Act, and that it was to such a case that section 67 of the latter Act referred. The Court of Appeal, however, made no allusion to cases of counter-claim, but declared in a vague sort of way that section 67 enlarged the jurisdiction to remit equity, admiralty, and other matters of which a county court has cognizance. On examination it would seem that this general statement affords no satisfactory solution of section 67, for, whilst limited to actions of tort, section 10 of the County Court Act is nevertheless, as we have already pointed out, wide enough to embrace all such actions whether the remedy be sought on the admiralty or on the common law side.

In *Stokes* v. *Stokes* the only authority upon which the defendant seems to have relied was the well-known case of *Garnett* v. *Bradley* (26 W. R. 698, 3 App. Cas. 944), in which the House of Lords held that a plaintiff who got the verdict of a jury for a farthing damages in an action of slander was, in the absence of any order to the contrary, entitled to his costs of suit. This decision proceeded on the ground that the rule of court (R. S. C., 1875, ord. 55, r. 7; R. S. C., 1883, ord. 65, r. 1) making costs follow the event overrode the particular statutes dealing with costs in actions of slander (21 Jac. 1, c. 16, s. 6; 3 & 4 Vict. c. 24, s. 2), and, according to the judgment of Lord Blackburn (26 W. R. 701, 3 App. Cas. 971) involved the inference that section 67 of the Judicature Act, 1873, has restricted the provisions of the County Court Act, 1867, to actions in which the relief sought could be given in the county court, had the action been originally instituted there. "That enactment," says his lordship, speaking of section 67, "does not touch the case in which the county court cannot give relief." The Court of Appeal refused, in *Stokes* v. *Stokes*, to recognize this ruling as an authority on section 10 of the County Court Act, considering that *Garnett* v. *Bradley* turned upon section 5 of that Act, which deprives a plaintiff who recovers no more than £10 in an action of tort of his costs of suit. Looking, however, to the terms of section 67 of the Judicature Act, 1873, it is surely beyond dispute that a uniform result must be given to the incorporation of the several county court provisions it effects; section 67 either must amplify or must limit all and each of those provisions; it cannot amplify some and limit others. On Lord Blackburn's interpretation section 67 limits the operation of section 5 of the County Court Act; that view is, we submit, also, an interpretation that section 67 limits the operation of section 10.

## CORRESPONDENCE.

### THE MIDDLESEX REGISTRY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—So many friends and acquaintances have addressed me on this subject that I shall be glad if you will publish a short summary of the position to date.

My original action against Lord Truro had the effect of reducing the old minimum charge of 7s. to 4s. 6d. for a memorial of 200 words thus: Entry, 1s.; indorsement thereof, 1s.; oath and exhibit, 2s. 6d.; total, 4s. 6d.

There being no authority in the Act of Anne to charge 2s. 6d. for oath and exhibit taken in the registry (the Bankruptcy Court for many years charged nothing for oaths administered by the officials) the judge in my action only allowed it as "reasonable," bearing in mind that 2s. 6d. was the recognized commissioner's fee outside. The registry, however, refused to recognize the option and convenience of the profession, and, therefore, rejected London oaths taken outside; hence the *mandamus* just granted to compel them to do so.

As the registry intend to appeal, the grounds set up should be known.

First, they said that the Act of 1853, creating London Chancery Commissioners, did not give them power to administer oaths to Middlesex memorials, and, secondly, that, if a commissioner outside

could administer the oath, it must be done by independent affidavit, and not by indorsement, which, in my case, was as follows: "I hereby certify that the within-named William Derham made oath of the signing and sealing of this memorial and of the execution of the deed to which it refers at 51, Bread-street, in the City of London, before me, Thomas H. Weeks, a commissioner to administer oaths in the Supreme Court of Judicature in England and a London commissioner to administer oaths in Chancery, appointed under section 2 of 16 & 17 Victoria, chapter 78, residing at 51, Bread-street, in the City of London, this 2nd day of May, 1887."

The court held that the 1853 Act gave the power, and that the indorsed oath was in due form, Mr. Justice Wills remarking that, as the registrar himself adopted that form, "what was good for the goose was good for the gander," and Mr. Justice Stephen said that, if there was any real convenience in having a separate affidavit, the registrar ought to give notice to the profession to adopt that process. My counsel, however, pointed out, and it was not denied, that the registry accepted country oaths taken by indorsement, and that point was not further seriously pressed.

An incidental question then arose as to whether commissioners, under the Judicature Acts, could administer these oaths. I was aware that the registry accepted such oaths administered in the country, but, inasmuch as section 82 of the Judicature Act, 1873, seemed to limit their duties to matters "in court," I foresaw the difficulty, and took the precaution to have my memorial sworn before a commissioner under both Acts. The judges refused to discuss the distinction, though the counsel on both sides pressed for a decision, and something may have to be done hereafter.

But, strange to say, a new, and, what the defendant's counsel called a "fatal," point, was sprung upon us at the last moment. Every solicitor knows that a memorial may be signed by a grantee only, but the registry contended that the witness to the memorial must not only have attested his execution of the deed, *but that of the grantor*. The authority quoted for this was a remark by Lord St. Leonards in 1846 and a decision in Ireland under the Irish Registry Act. Both Mr. Justice Stephen and Mr. Justice Wills, however, demolished this point, quoting certain text-books questioning the accuracy of Lord St. Leonards' remark; moreover, the court observed that in a later edition of his book his lordship had left the passage out. It is understood that the new point is the sheet anchor of the intended appeal, and it need scarcely be said that, if the appeal were upheld on such ground, thousands of registrations would be rendered invalid.

FRANCIS K. MUNTON.

95a, Queen Victoria-street, July 28.

## THE MARRIED WOMAN'S PROPERTY ACT, 1882.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The decisions on the construction of sub-section 2 of section 1 of this Act appear to be somewhat embarrassing.

In *Jacob* v. *Isaac* (33 W. R. 845) the Court of Appeal refused to order a married woman plaintiff (suing alone), without separate estate, to give security for costs, on the ground that the sub-section allowed any married woman to sue as a *feme sole*, in which case she would not be required to give such security, the question of her having the qualification of separate estate being quite ignored by the court. Lindley, L.J., is reported to have said: "I do not see how to get out of the language of the Act; the result may be that a married woman with no separate estate may bring what actions she likes and laugh at her opponent."

In the recent case of *Palliser* v. *Gurney* (reported in the *Times* of the 20th, and SOLICITORS' JOURNAL of the 23rd inst.), heard before the Master of the Rolls and Lindley, L.J., the decision is based entirely upon the question of separate estate, without which it was held that no woman was within the section; and, in his judgment (according to the *Times* report), Lord Justice Lindley is made to say: "The plain object of the Act is to confer on married women *having separate estate* a capacity to contract, &c., . . . and if anyone sued a married woman under clause 2 of section 1 he could not succeed unless he shewed she had separate estate."

Can you assist me in reconciling these two decisions, which to my mind are very conflicting as regards the particular class of married women for or against whom the Act is applicable? G. F. C.

July 25.

[We propose to consider the matter when the judgments in the last-mentioned case have been fully reported.—ED. *S.J.*]

## ASSURANCE COMPANIES' DEPOSIT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Can any of your readers tell me whether 33 & 34 Vict. c. 61 applies to an accident assurance company, so as to make it necessary for the company to deposit £20,000 before commencing business?

July 26. R.

# CASES OF THE WEEK.

### CASEBOURNE & CO. *v.* HOUSTON & CO. AND AVERY & CO.—C. A. No. 1, 25th July.

SHIP—CHARTER-PARTY—FREIGHT TO BE PAID ON SHIPMENT.

This was an appeal from the decision of Cave, J. On November 5, 1885, the plaintiffs agreed with Houston & Co. to ship 1,500 tons of iron girders to Buenos Ayres at 25s. 6d. per ton, and to pay freight on shipment. Houston & Co. thereupon chartered the steamship *Chadwick* from Avery & Co. for the conveyance of the girders. By the charter-party the cargo was to be loaded in accordance with the terms of the bills of lading, and Houston & Co. were to pay Avery & Co. 25s. per ton freight. The cargo was accordingly loaded on board *The Chadwick*, and bills of lading had been signed, when the plaintiffs discovered that their buyers in Buenos Ayres were insolvent, and desired to stop the sailing of the ship and unload the cargo. On the 28th of December they obtained an injunction from Wills, J., restraining the ship from sailing on the terms of paying all the freight into court. The question then arose as to the amount payable to Houston & Co. and Avery & Co. in respect of the freight, the defendants claiming the whole agreed amount, and the plaintiffs contending that they were only entitled to damages for the breach of contract. Cave, J., at the trial, held that they could only recover damages for the loss sustained by reason of the non-fulfilment of the contract, which he accordingly assessed. The defendants appealed.

THE COURT (LORD ESHER, M.R., LINDLEY and LOPES, L.JJ.) allowed the appeal. Lord ESHER, M.R., said that on general principles there was no doubt that the damages recoverable for a breach of contract were the damages really suffered. The difficulty, however, of assessing these in such cases was so great that merchants and shippers had come to an agreement, which had been laid done by Lord Tenterden in his manual on Shipping, and had been followed by all the authorities, to the effect that if before the freight was earned the goods were taken out of the ship by any fault of the charterer he must pay to the shipowner the full freight that would have been earned. The rule was, no doubt, a rough and ready one, but it would be most dangerous to unsettle such an established doctrine of mercantile law. LINDLEY, L.J., said that every authority that he had been able to find, both English and foreign, were in favour of the shipowner, with the exception of one American case with which he was unable to agree. LOPES, L.J., said that where the freight was to be paid on shipment it would become due even although the ship were lost or it became impossible to carry it to its destination. It therefore became due when, from the fault of the charterer alone, the shipowner could not carry out his share of the contract.—COUNSEL, *French*, Q.C., and *Joseph Walton*; *Forbes*, Q.C., and *Wilberforce*. SOLICITORS, *Wynne, Holmes, & Wynne*; *Ingledew, Ince, & Co.*

### BOYD *v.* FARRAR—Kay, J., 25th July.

PRACTICE—PATENT ACTION—PARTICULARS OF OBJECTION.

In an action brought to restrain an alleged infringement of a patent for complicated machinery, the specification of which contained seventeen separate claims, the defendant delivered particulars of objection to its validity, stating (1) that prior to the date of the patent the supposed invention was used and published within the realm by articles, made according to the supposed invention, being publicly exhibited in use by a certain firm at their works (which were named) in May, 1877; and (2) that prior to the date of the patent the supposed invention was published in certain specifications, which were enumerated and identified, with references to pages and lines, where the alleged anticipations were to be found. The defendant applied for further and better particulars, (1) by giving such particulars of each of the articles relied on as would suffice to identify specifically each of such alleged prior users, by stating, with reference to each of such prior users relied upon, what parts of the plaintiff's invention, by reference to claiming clauses of the plaintiff's specification, were alleged to be anticipated thereby; and (2), by stating, with reference to each specification relied upon, what parts of the plaintiff's invention, by reference to claiming clauses, were alleged to be anticipated thereby. In support of the application the case of *London and Leicester Hosiery Co.* v. *Higham* (Lawson's Patent Practice, pp. 75, 330) was relied on.

KAY, J., held that the particular machines or articles alleged to be anticipations of the patent ought to be specified, but not the parts of the plaintiff's invention which were anticipated thereby; for the plaintiff must be taken to know his own invention, and could tell, by examining the machines, what parts of his invention were so anticipated. On the second objection, his lordship said that, but for the case relied upon, he should not have considered such extreme particularity to be required; but that, having regard to that case, the particulars asked for must be given.—COUNSEL, *Bousfield*; *Mocrory*. SOLICITORS, *Jacques & Co.*, for *E. Robinson Walker*, Manchester; *Ridsdale & Son*, for *R. M. & J. M. Kerr*, Halifax.

### SMEED, DEANE, & CO. (LIM.) *v.* A. CUMBERLAND—Chitty, J., 22nd July.

R. S. C., 1883, LV., 5a—ORIGINATING SUMMONS—FORECLOSURE—MOTION FOR RECEIVER.

In this case the plaintiffs, having commenced an action for foreclosure by originating summons, made an *ex parte* application in court for leave to serve notice of motion for a receiver with the originating summons. The case of *Gee* v. *Bell* (35 Ch. D. 160) was referred to, and it was also

stated that in a recent case Kay, J., had appointed a receiver upon motion made in a foreclosure action commenced by originating summons, and after judgment for foreclosure *nisi*.

CHITTY, J., said that he would make an order for what it was worth, giving leave as asked.—COUNSEL, *R. F. Norton*. SOLICITORS, *Satchell & Chapple*, for *Winch & Greensted*, Sittingbourne.

*Re* H. PRATER (DECEASED)—Chitty, J., 21st July.

WILL—"PROPERTY AT MY BANKERS"—CASH BALANCE—SECURITIES.

In this case the question arose as to what is included in a gift by a testator of "property at his bankers." The testator, a domiciled Englishmen, was in the habit of spending a portion of the year at Paris, and had for his convenience both London and Paris bankers. He, by his will, bequeathed to public institutions at Paris his "property at Rothschild's bank, Rue Lafitte, Paris." It appeared that at the date of his death he had standing to his credit at the bank referred to a balance of 8,000 francs, and that he also had deposited at that bank actions au porteur and nominatives (*i.e.*, share certificates payable to bearer and shares inscribed in his name) of the Paris, Lyons, and Mediterranean Railway Co. to the value of £7,000. The rentes of both actions were collected by his Paris bankers and credited to his account.

CHITTY, J., said that the balance at the bank undoubtedly passed under the gift. It was true that in strictly legal language the balance was not cash the property of the testator, but was a debt due to him from his bankers; but, in popular parlance, a balance at a man's bankers was considered as cash both by men of business and many other persons, and it was generally treated as such by testators. But neither class of actions passed. The word "property" was, no doubt, a large term, but the bequest here was of property subject to a limitation of place—namely, property at a particular bank. In the case of *Stuart* v. *Lord Bute* (11 Ves. 656) Lord Eldon (p. 661) in referring to *Lady Aylesbury's case* (1 Ves. 273), observed that Lord Hardwicke had there held that cash and banknotes, but not promissory notes and securities, passed under a bequest of "my house and all that shall be in it at the time of my death," and stated the reason of the distinction to be that the securities and promissory notes were the evidence of title to things out of the house, and were not things in it. *Brooke* v. *Turner* (7 Sim 671) and *Hertford* v. *Lowther* (7 Beav. 1) were authorities to a like effect. He held that the actions were not property at the testator's Paris bankers, but were evidence of the testator's property in the railway company.—COUNSEL, *Sir Arthur Watson*, Q.C., *T. Wigleworth*, and *R. F. Norton*; *Romer*, Q.C., and *Ingle Joyce*. SOLICITORS, *J. Parker Dixon*; *Wilkinson & Howlett*.

*Re* NEWBEGIN (DECEASED)—Chitty, J., 27th July.

POOR LAW — PAUPER LUNATIC — EXPENSE OF MAINTENANCE — LUNATIC ASYLUMS ACT, 1853 (16 & 17 VICT. c. 97), s. 104—STATUTE OF LIMITATIONS (21 JAC. 1, c. 16).

This was an administration action by the executor and trustee of a deceased testator. It appeared that under the will a pauper lunatic was entitled to a third of the testator's residue, and the guardians of the parish to which the lunatic belonged claimed, under section 104 of the Lunatic Asylums Act, 1853, to be paid out of the moneys in the hands of the plaintiff belonging to the lunatic the whole cost of his maintenance for a period of some twenty years.

CHITTY, J., said that the question was whether, notwithstanding the enactment of 1853, the Statute of Limitations was applicable. The cases of *Re Buckley's Trusts* (Johns. 700) and *Re Webster's Trusts* (27 Ch. D. 710) were decisions to the effect that the cost of a lunatic's necessaries for maintenance was a debt due from the lunatic. Therefore, in the absence of express enactment to the contrary, the Statute of Limitations would apply as a bar to the recovery of more than six years' arrears. The Act of 1853, in his opinion, whilst creating a new remedy, recognized an old obligation, and was also absolutely silent as to any period of time. It was therefore to be considered that the statutory period of six years' limitation was applicable, and the guardians were, therefore, entitled to recover six years' arrears only.—COUNSEL, *Whitehorne*, Q.C., and *R. F. Norton*; *Upjohn*. SOLICITORS, *Clarke & Calkin*, for *Clarke & Howlett*, Brighton.

COHEN *v.* POLAND—North, J., 22nd July.

PRACTICE—INJUNCTION—MANDATORY INJUNCTION AGAINST AGENT.

The question in this case was whether a mandatory injunction could be granted against an agent. C. & Co. were the lessees of a house for a term of sixty years. The ground floor was occupied by a tenant of theirs. They had sub-let the upper floors to P. & Co., under whom D. occupied the first floor as tenant. D. was resident out of the jurisdiction. R. was the sub-manager of his business. D. had stored on the first floor goods of such a weight as to endanger the stability of the house, and the walls had become cracked and were in a dangerous condition, so that the district surveyor had served a notice on C. & Co. to take down or otherwise secure the cracked walls and the girders of the first floor, and to remove the excessive weight of goods. This action was brought by C. & Co. against P. & Co., D., and R., and the plaintiffs applied for an *interim* mandatory injunction to compel R. to remove the goods. The plaintiffs had not been able to serve D., and his principal manager was away for a holiday. R. was in possession of D.'s premises. Under these circumstances

NORTH, J., granted an *interim* mandatory injunction against R.—COUNSEL, *Cozens-Hardy*, Q.C., and *Hull*. SOLICITORS, *Brown, Son, & Vardy*.

STRICK *v.* THE SWANSEA TIN PLATE CO.—North, J., 14th July.

TRADE UNION—LEGALITY OF RULES—DIRECT ENFORCEMENT OF AGREEMENTS BY COURT—TRADE UNION ACT, 1871, s. 4.

The question in this case was how, in the winding up of a masters' trade association, called the Glamorganshire and Carmarthenshire Association of Tin Plate Manufacturers, the assets, amounting to £14,000, ought to be distributed among the members or former members of the association. The chief clerk had, by his certificate, found that the funds were distributable among twenty-one firms in certain proportions, and had disallowed the claims of seven firms, on the ground that they had ceased to be members, they having been expelled for not conforming to the rules of the society before the date of the winding-up resolution. This was a summons on behalf of five of the firms whose claims had been disallowed to vary the certificate by admitting them to participate in the fund. The certificate was made in answer to an inquiry which had been directed by the court, who were entitled to participate in the fund and in what proportions. The claimants had been expelled from the association under a rule which provided that "any person being a member of the association who shall not act upon and keep all the rules of the association shall thereupon cease to be a member thereof, and shall forfeit all moneys paid into the association, and shall under no circumstances or conditions be entitled to any repayment or to any compensation or allowance in respect of his being a member of the association, or in respect of any claim which he may have against the funds of the association. But this clause shall not be enforced unless with the concurrence of three-fourths of the members of the association present at an extraordinary meeting to be called for the purpose of considering the same." This concurrence had been obtained in the present case. It was admitted that the rules for the breach of which the claimants had been expelled were in restraint of trade. And, this being so, it was argued that those rules were illegal, except so far as they were legalized by the Trade Union Acts, and that, inasmuch as section 4 of the Trade Union Act, 1871, provides that nothing in the Act "shall enable any court to entertain any legal proceeding with the object of directly enforcing or recovering damages for the breach of any of" certain agreements in restraint of trade (which included the rules for the breach of which the claimants had been expelled), the court would not distribute the assets on the footing of the validity of an expulsion which was founded upon a breach of those rules.

NORTH, J., held that, an order having been already made for the purpose of deciding how the assets were to be distributed, it was too late to consider whether the 4th section of the Act of 1871 operated to prevent the court from distributing the assets. It was not contended that the rules were void on any other ground than that they were in restraint of trade, and the Act of 1871 rendered them lawful, subject to the provisions of section 4. An order was accordingly made to distribute the funds in conformity with the finding of the chief clerk.—COUNSEL, *Cookson*, Q.C., and *A'Beckett Terrell*; *Cozens-Hardy*, Q.C., and *Fredk. Thompson*; *Everitt*, Q.C., and *Christopher James*. SOLICITORS, *Thomas Smith*; *Tamplin, Tayler, & Joseph*; *W. R. Smith & Co.*

CHALK, WEBB, & CO. *v.* TENNANT—North, J., 21st July.

COMPANY—WINDING UP—CONTRIBUTORY—ACTION BY LIQUIDATOR TO ENFORCE BALANCE ORDER FOR CALLS.

The question in this case was whether the liquidator of a company in liquidation can enforce a balance order for calls by means of an action against the contributory. In the present case the liquidator issued a bankruptcy notice against the contributory in respect of the amount of the balance order, but the court held, in *Ex parte Grimwade* (17 Q. B. D. 357), that a balance order is not a "final judgment" within the meaning of sub-section 1 (*g.*) of section 4 of the Bankruptcy Act, 1883, and set aside the bankruptcy notice. The liquidator had endeavoured to enforce the balance order by means of a *fi. fa.*, but the sheriff made a return of *nulla bona*. The liquidator brought the present action in the name of the company against the contributory, for the amount of the balance order, the writ being specially indorsed under rule 6 of order III., the balance order being set forth in the indorsed particulars. The object was to obtain a final judgment on which to found a fresh bankruptcy notice.

NORTH, J., held that the action could not be maintained. *Carpenter* v. *Thornton* (3 B. & Ald. 52) and *Bailey* v. *Bailey* (13 Q. B. D. 855) were authorities that an order of a court of equity for payment of a sum of money could not be enforced by means of an action. An action could only be brought to recover a legal debt.—COUNSEL, *Herbert Reed*; *Emden*. SOLICITORS, *Beall & Co.*; *Sweetland & Greenhill*.

*Re* BURTON, BURTON *v.* BURTON—North, J., 23rd July.

ADMINISTRATION ACTION—COSTS—INFANT PLAINTIFFS ENTITLED IN REVERSION—COSTS AS BETWEEN SOLICITOR AND CLIENT.

This was the further consideration of an administration action brought by infant plaintiffs (by a next friend), the plaintiffs being entitled to reversionary interests.

NORTH, J., following *Damant* v. *Hennell* (33 Ch. D. 224), held that the next friend was only entitled to immediate payment of his costs as between party and party, but that he should have liberty to apply for the difference between his party and party costs and his solicitor and client costs when the infants should become absolutely entitled in possession.—COUNSEL, *Gordon Fellowes*; *Dunning*. SOLICITORS, *A. Scott Lawson*; *Torr & Co.*

*Re* TRUFORT, TRAFFORD *v.* BLANC—Stirling, J., 26th July.

CLAIMS IN RESPECT OF A DECEASED PERSON'S ESTATE FORMALLY ADJUDICATED UPON BY FOREIGN COURTS, DESIGNATED BY LAW OF DECEASED'S DOMICILE—DECISION BINDING ON ENGLISH COURTS.

This was an administration action. The question now arising referred to property in this country of the deceased, F. C. T. Trufort. F. C. T. Trufort was by origin an Englishman, who died having, as his lordship held, acquired the Swiss nationality, but, as was admitted, domiciled in France, whereupon, according to the law of France, the right of succession came to be determined by the proper Swiss tribunals; and in the present case the tribunals of Zurich became seised of the matter. The Zurich tribunals determined in favour of the legitimacy of the present plaintiff, which was at issue, and that he was entitled to nine-tenths of the inheritance in derogation of any will of the deceased. The defendant was a person taking under the will of the deceased person. It was objected (*inter alia*) that the Swiss tribunals had, in deciding the question of the plaintiff's legitimacy, acted upon an erroneous view of English law.

STIRLING, J., held that the testator was, at the time of his death, a Swiss, and as it was admitted that his domicile was French, and that, according to the law of France, the right to his succession depended on his nationality, the tribunals of Zurich had decided that the plaintiff was entitled to nine-tenths of the testator's personal estate, and his lordship considered that he was bound by their decision. It was true that contentions had been raised to the effect that those decisions were founded on an erroneous view of English law. But it was established that a foreign judgment could not be impeached in this country on the ground that it proceeded on a mistake as to the English law. It did not appear that the defendant had brought any evidence before the Zurich tribunals as to the English law. The courts of this country did not sit to rehear causes which had been tried abroad. His lordship gave judgment for the plaintiff, declaring that he was entitled to nine-tenths of the testator's estate.—COUNSEL, *Everitt*, Q.C., and *Curtis Price; Graham Hastings*, Q.C., and *Nasmith; Lambert*. SOLICITORS, *Heales & Son; F. Rolt; Lambert, Pitch, & Shakespear*.

SEDGWICK *v.* HELLIER—Q. B. Div., 22nd July.

BILL OF SALE—COVENANT FOR FURTHER ASSURANCE.

This was an appeal from a refusal by A. L. Smith, J., at chambers, to restrain the defendant from selling certain goods which were included in a bill of sale given by the plaintiff to the defendant. The bill of sale contained a covenant by the grantor that he and every other person claiming any interest in the goods should execute and do all such assurances, &c. A. L. Smith, J., indorsed the summons with a statement that the case of *Liverpool Commercial Investment Co.* v. *Richardson* (30 SOLICITORS' JOURNAL, 433) (in which a bill of sale containing a similar covenant was held bad, on the ground that the ordinary form of covenant for further assurance was limited to the grantor and all other persons claiming under him), had been overruled by the Court of Appeal in *Re Cleaver, Ex parte Rawlings* (35 W. R. 281, 18 Q. B. D. 489). It was argued in support of the appeal that the *Liverpool case* was distinguishable from *Re Cleaver, Ex parte Rawlings*, and should still be followed.

THE COURT (STEPHEN and WILLS, JJ.) dismissed the appeal. The *Liverpool case* was weakened, if not overruled. If this covenant went beyond the regular covenant for further assurance, it did not go beyond the form given in the Bills of Sale Act, 1882, which allowed the insertion of terms for the maintenance of the security. At any rate, it was not a case for interfering by injunction.—COUNSEL, *Crisps; Pollard*. SOLICITORS, *Davison; Harman*.

MOORE *v.* MOORE, CHADWICK, AND GRIFFITHS—P. D. & A. Div., 26th July.

JUDICIAL SEPARATION—DESERTION—SEPARATION DEED.

This was a husband's petition for a dissolution of marriage, and the wife counter-claimed for a judicial separation on the ground of her husband's desertion. The suit was tried before Butt, J., and a common jury. The petitioner offered no evidence in support of the allegations in the petition, but the counter-claim was gone into, and the jury found all the issues in favour of the respondent; but, it appearing that a deed of separation had been executed by the husband and wife, Butt, J., reserved for further consideration the question of the effect of such deed upon the respondent's right to relief on the ground of the petitioner's desertion. After the parties had lived apart from one another for two years and a half, the husband asked his wife to meet him at the office of his solicitors, where he produced, and persuaded her to sign, a deed which had already been prepared. The deed was described as "an agreement for separate maintenance." The husband thereby agreed to pay his wife 50s. per week for maintenance, and to maintain and educate the two children of the marriage; and the wife agreed, in consideration of the payment of such maintenance by the husband so long as the parties should live separate, to give up to him the custody of their children. The deed contained no other covenant of any kind on the part of either party. The respondent's counsel contended that the deed did not deprive her of a right to a judicial separation, (1) because the petitioner had not pleaded it; (2) because the respondent's execution of it had been, in fact, obtained by means of fraud; (3) because it contained no covenant not to sue, and did not purport to grant any condonation of the petitioner's desertion. The petitioner's counsel contended that the respondent could derive no benefit from a decree for a judicial separation since she could obtain no greater allowance for maintenance than was secured to her by the deed, and that the execution of the deed was equivalent to a waiver of her right to take advantage of her husband's previous desertion. The following cases were cited:—*Buckmaster* v. *Buckmaster* (17 W. R. 1114, 1 P. & D. 713); *Parkinson* v. *Parkinson* (2 P. & D. 253); *Brown* v. *Brown and Shelton* (3 P. & D. 202); *Besant* v. *Wood* (12 Ch. D. 605); *Gandy* v. *Gandy* (30 W. R. 673, 7 P. D. 77); *Tress* v. *Tress* (35 W. R. 672, 12 P. D. 128); *Rae* v. *Rae* (30 W. R. 736, 31 W. R. 573, 7 P. D. 225, 8 P. D. 98).

BUTT, J., said that the petitioner's desertion for more than two years had been clearly proved, and the only question was whether the deed of separation operated as a bar to the respondent's right to a decree of judicial separation. He could not go into the question whether the execution of the deed had been obtained by fraud, but the deed had not been set up by the petitioner in his pleadings, and thus the respondent was precluded from availing herself of any defence which might have arisen upon it. In addition to this, the deed contained no covenant by the wife not to seek any remedy against her husband, and there was nothing in it to shew that she had condoned any marital offence. In all the cases in which a deed had been held to be a bar to a suit there had been either an agreement not to sue, or an agreement to live apart, or a condonation of some previous offence. There was nothing of this kind in the deed before the court, which was, therefore, no bar to the wife's right to sue for desertion. The petition must be dismissed, with costs, and there would be a decree of judicial separation against the petitioner.—COUNSEL, *C. A. Middleton; H. B. Deane*. SOLICITORS, *Chester, Browne, & Griffiths; Field, Roscoe, Francis, & Osbaldeston*, for *Sharman, Ayrton, & Ratcliffe*, Liverpool.

## CASES AFFECTING SOLICITORS.

BOSWELL *v.* COAKS—C. A. No. 2, 27th July.

COSTS—TAXATION—SEVERANCE OF DEFENDANTS—DISCRETION OF TAXING MASTER—R. S. C., 1883, LXV., 29.

This was an appeal from a decision of North, J. (*ante*, p. 509). The question was whether a number of defendants to an action to set aside a sale, as to which charges of fraud were made, were entitled to appear separately and to have separate sets of costs from the plaintiffs. Fry, J., dismissed the action with costs (23 Ch. D. 302). The Court of Appeal reversed the decision (27 Ch. D. 424), but the House of Lords restored the decision of FRY, J. (11 App. Cas. 232). The House of Lords directed that the plaintiffs should pay the defendants' costs in all three courts, and that, in taxing the costs in the High Court and in the Court of Appeal (in which courts the defendants had appeared separately, though they all appeared together in the House of Lords) the taxing master should consider "whether any of the defendants who appeared separately had any sufficient reason for severing in their defences, and if, and in so far as, it should appear that they had not, the taxing master was to allow only one set of costs, or only as many sets of costs as he should think right." The taxing master allowed one of the defendants separate costs, and his case was treated as a test case. The plaintiffs objected to the allowance of more than one set of costs among all the defendants, and they took out a summons to review the taxation. North, J., was of opinion that under the order of the House of Lords, as well as under the rules of court, the taxing master had a discretion in the matter, which he had exercised, and that his decision was final.

THE COURT OF APPEAL (COTTON, BOWEN, and FRY, L.JJ.) affirmed the decision, on the ground that the order of the House of Lords had delegated it to the taxing master to consider and decide whether the defendants were entitled to separate costs. Unless it was shewn that he had not considered the matter and exercised his discretion, his decision could not be appealed from.—COUNSEL, *Cookson*, Q.C., and *A. G. Langley; Cozens-Hardy*, Q.C., and *Beaumont; Phipson Beale; Chadwyck-Healey; Mothold; Haldane; Butcher*. SOLICITORS, *Whites, Renard, & Co.; Hudson, Mathews, & Co.; Smythe & Brettell; S. W. Johnson & Son; Blake & Hewitins; Aldridge, Thorn, & Morris*.

*Re* FAULKNER—North, J., 25th July.

SOLICITOR—COSTS—SALE BY AUCTION—"CONDUCTING FEE"—COMMISSION TO AUCTIONEER PAID BY CLIENT—RIGHT OF SOLICITOR TO CHARGE FOR WORK DONE BEFORE SALE—SOLICITORS' REMUNERATION ACT, 1881 (44 & 45 VICT. C. 44)—REMUNERATION ORDER, AUGUST, 1882, CLAUSE 2; SCHED. 1, PART 1; RULE 11.

The question in this case (which was brought before the court at the instance of the Council of the Incorporated Law Society) was, whether, when property is sold by auction by an auctioneer, and commission is paid by the vendor to the auctioneer, the vendor's solicitor is entitled, in addition to the scale fee "for deducing title, &c.," to charge, according to part 2 of schedule 1 to the Remuneration Order, for work done by him before the sale in preparing for and attending the auction. In such a case the solicitor is not entitled to the scale fee for "conducting" the sale, because rule 11 in schedule 1 provides that that fee "shall apply only in cases where no commission is paid by the client to the auctioneer." In the present case the property was sold in two lots for £430 and £380 respectively, and the solicitor charged the scale fees of £6 15s. and £6 respectively for "deducing title, &c.," and he charged £13 6s., the commission and other charges paid to the auctioneer. He also made separate charges for attendances on the auctioneer, drawing particulars of sale, preparing advertisements for sale, attending to insert advertisements in newspapers, examining proofs of particulars of sale, distributing particulars and conditions of sale, attending auction, &c. The taxing master allowed the two scale fees, and the payment to the auctioneer, but he disallowed all the other items in the lump, without going into the propriety of each item. The solicitor carried in objections to the taxation, (1) that the items disallowed were

"not costs which in part 1 of schedule 1 are included under the head of 'deducing title,' or 'perusing or completing conveyance,' or 'preparation of contract or conditions of sale,' nor are they costs included in the work for which the auctioneer was paid"; (2) "when no fee for conducting a sale is charged, the costs of instructing the auctioneer and preparing the particulars and advertisements of sale, and issuing the same, and costs preliminary and incidental thereto, and attending the sale, are properly chargeable by the vendor's solicitor having done the business." The taxing master replied, "the solicitor objects to the disallowance of these items because they are not included in the words for which the *ad valorem* scale charge is expressed to be given in part 1 of schedule 1. It is a fact that they, or nearly all of them, are not included in those words taken alone, but it is admitted that all the charges the disallowance of which is objected to are connected with the sale. I have disallowed these items, and overruled the objections on the authority of *Re Emanuel & Simmonds* (33 Ch. D. 40, 30 SOLICITORS' JOURNAL, 502). The question for the decision of the court is whether the principle decided in that case, with respect to a lease, applies to a sale. It was decided in that case that, having regard to clause 2 of the order, the scale charge, though expressed to be 'for preparing, settling, and completing lease,' covers all business connected with the lease. I consider it necessarily follows that the scale charges expressed to be for 'conducting a sale,' and for 'deducing title, &c.,' or the latter only, if the former is not applicable, cover all business connected with the sale." The solicitor took out a summons to review the taxation.

NORTH, J., held that the taxing master was wrong, and that the solicitor was entitled to his proper charges, under schedule 2, in respect of the matters in question; though he could not, of course, be paid for any work for which the auctioneer had been already paid. The solicitor had done work for which he would have been entitled to be paid if he had paid the auctioneer's commission himself; why should he not be paid for that same work because the auctioneer was paid by the client? The scale fee for "conducting" the sale did not apply in such a case, but his lordship thought that the solicitor was entitled to be paid for the work which the auctioneer had not done. If anything which the solicitor had done was properly the auctioneer's work, of course the solicitor would not be entitled to be paid for it. The argument on behalf of the client really came to this, that, if the solicitor was not paid for the whole work of "conducting" the sale, he could not be paid for any part of it. That argument was inconsistent with the view which the court had taken of the scale fee for "deducing title, &c.," for it had been decided that the solicitor was not entitled to that fee unless he had done the whole of the work for which it was prescribed. But it had been held that, if the solicitor had done part of that work, he was entitled to be paid for that part, though he could not have the scale fee. The principle of those decisions applied to the fee for "conducting a sale" when the whole of the work which it covered had not been done by the solicitor, but an auctioneer had been employed at the client's expense. *Re Emanuel & Simmonds* related to leases, and did not apply to such a case as the present, where two scale fees were provided, one for "conducting" the sale, the other for "deducing title, &c." In *Re Wilson* (29 Ch. D. 790) the taxing master had allowed charges similar to those which had been disallowed in the present case, and the question whether he was right in so doing was not raised before the Court of Appeal, but the court did not express any opinion adverse to the allowance. That case shewed that the practice in the taxing master's office had been, when the whole work of "conducting" a sale had not been done by the vendor's solicitor, to allow the solicitor such charges outside the scale fee as were proper for the work which he had done. The taxing master was not precluded from allowing the items which he had disallowed, and the matter must go back to him to consider the propriety of the individual items.—COUNSEL, *Cozens-Hardy*, Q.C., and *Shebbeare*; *McSwinney*. SOLICITORS, *Hensman & Marshall*; *Soames, Edwards, & Jones*.

**BLAIR & GIRLING** *v.* **CORDNER**—C. A. No. 1 (Sitting as a Divisional Court), 25th July.

SOLICITOR — BILL OF COSTS — INTEREST ON DISBURSEMENTS AND COSTS — DEMAND FOR PAYMENT—SOLICITORS' REMUNERATION ACT, 1881 (44 & 45 VICT. c. 44, s. 5)—GENERAL ORDER, CLAUSE 7.

In this case a question arose as to the construction of clause 7 of the General Order made under the Solicitors' Remuneration Act, 1881, which says that "a solicitor may charge interest at four per. cent per annum on his disbursements and costs . . . from the expiration of one month from demand from the client." The plaintiffs, a firm of solicitors, sent, on December 4, a cash account to the defendant, their client, inclosed in a letter requesting payment of the same. The defendant asked for details, which the plaintiffs furnished on December 10, making, however, no further express request for payment of their bill. The defendant having taken out an order to tax, the bill was reduced by the master from £117 13s. 10d. to £89 13s. 10d., which amount was paid by the defendant. The plaintiffs obtained judgment in the City of London Court for interest on the latter sum from one month from December 10 (*ante*, p. 560), and it was now contended on behalf of the defendant that the order under section 7 of the Solicitors' Remuneration Act requires a demand for payment of interest; that there was no evidence here of such a demand, and that the payment of the principal sum was accepted by the plaintiffs in satisfaction of their claim.

THE COURT (LORD ESHER, M.R., LINDLEY and LOPES, L.JJ.) dismissed the appeal. LORD ESHER, M.R., said that the question entirely rested on the meaning of clause 7 of the order. The contention that the mere sending in of the bill of costs did not constitute a demand was fanciful and unbusiness-like. The defence that the payment of the £89 13s. 10d. was accepted in satisfaction was not raised in the county court, and if it had been raised it was a question of fact. LINDLEY, L.J., said that the word "demand" in the order referred to the bill of costs itself, and not to interest, and he thought that the interest might be charged at any time before the bill was satisfied.—COUNSEL, *Gould*; *De Saumarez*. SOLICITORS, *Burne & Berridge*; *Blair & Girling*.

*Re* **ELEY**—North, J., 22nd July.

SOLICITOR—COSTS—SCALE FEES FOR "INVESTIGATING TITLE" AND FOR "NEGOTIATING LOAN"—SOLICITORS' REMUNERATION ORDER OF AUGUST, 1882, SCHED. 1, PART 1.

This was a summons for the taxation of a solicitor's bill after payment, on the ground of special circumstances. The client, who was a lessee, had exercised an option to purchase the demised property, and the solicitor acted for the lessor in deducing the title to it, &c. The purchaser desired to borrow part of the purchase-money on mortgage of the property, and he informed the solicitor of this. The solicitor told him that he believed that M., one of the vendors, would be willing to advance part of the money required, and he introduced M. to the purchaser, and M. and the purchaser then made arrangements for the required loan. The solicitor acted for both parties in relation to the mortgage, and he claimed to charge the purchaser with the scale fee for "deducing title" to the property, and with the scale fee for "negotiating loan."

NORTH, J., held that, under the circumstances, the solicitor had not "deduced" any title to the property, and that, as he had only brought the parties together, he had not "negotiated" the loan, and that he was not entitled to either fee. By reason of these improper charges the purchaser would have been entitled to taxation of the bill, notwithstanding the payment. But his lordship refused the application, on the ground that an agreement for good consideration had been entered into between the solicitor and the client, that the bill should not be taxed.—COUNSEL, *Byrne*; *H. Terrell*. SOLICITORS, *W. Eley*; *Neale*.

## LAW SOCIETIES.

### GLOUCESTERSHIRE AND WILTSHIRE INCORPORATED LAW SOCIETY.

The annual meeting of this society was held at Marlborough on the 20th inst. Mr. Ellett (Cirencester) presided, and there was a large attendance, including Messrs. Whitcombe, T. C. R. Taynton, J. H. Jones, C. Scott, and E. W. Coren, hon. sec. (Gloucester), Mr. C. F. Gale (Cheltenham), Messrs. W. Warman, Vice-president, F. Winterbotham, F. H. Croome, A. J. Morton Ball, and R. H. Smith (Stroud), Mr. Mullings (Cirencester), Messrs. H. Kinneir, H. C. Tombs, A. E. Withy, W. H. Kinneir, and E. Tudor Jones (Swindon), Messrs. W. S. Jones and W. Forrester (Malmesbury), Mr. A. J. Keary (Chippenham), Mr. H. Bevir (Wotton Bassett), and Messrs. G. B. Smith and A. E. Smith (Nailsworth).

Mr. Ellett was re-elected president, and Mr. Henry Kinneir (Swindon) was elected vice-president.

The report of the committee was received and adopted, and the seal of the society was ordered to be affixed to a petition in support of amendments in the Land Transfer Bill in conformity with the views expressed in the report.

Gratuities amounting to £80 were made to widows and families of deceased solicitors in the district, and a subscription of thirty guineas was voted to the Gloucester Law Library.

A novel feature in connection with this meeting was an excursion to Savernake Forest, under the genial escort of Mr. R. W. Merriman (Marlborough), after which the members dined together.

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The following are extracts from the report of the committee:—

*Members.*—The present number of members is 106.

*Land Transfer.*—This subject at the present time outweighs all others in interest for our profession, and especially for those who, like the members of this society, are largely engaged in conveyancing business. The attitude of the profession towards the Land Transfer Bill, which has been introduced in the House of Lords by the Lord Chancellor, has been well illustrated by the discussion at the recent meeting of the Incorporated Law Society in London. There is certainly no disposition on the part of solicitors to oppose the passing, or obstruct the working, of a well-considered scheme of land transfer; but the profession would be false to its traditions and its duties if it failed to point out objections suggested by the experience of its members. The most important question raised by the present Bill is that of compulsion in regard to registration of title. All previous legislation on the subject has been voluntary, and the failure, more or less complete, of such legislation is only to be explained by assuming that landowners have not considered the advantages of registration worth the expense of it. Solicitors would gladly advise their clients to avail themselves of any system which would make the transfer of land more easy and less costly. If those results were assured compulsion would be unnecessary, and if they cannot be assured it becomes unjust. The present Bill, however, introduces compulsion only in a partial and tentative manner. In the first place the Bill does not establish registration at all, but merely enables the Government of the day, by Order in Council, to create land registry districts within which registration becomes to a certain extent compulsory, and probably in the first instance only one or a few districts will be created by way of

experiment. Then, again, when a registry has been created it would only become necessary to register before selling, settling, or mortgaging. A person in possession and not desiring to sell, settle, or mortgage need not register. On his death, however, his successor must register. It must be admitted, therefore, that if compulsion is to be applied at all the Bill is as little objectionable as may be, but that does not make it less true that if the system should prove to be really for the benefit of landowners it would need no compulsion to secure its adoption. The Bill requires that on a sale the vendor shall be registered before transfer. This appears to your committee to involve unnecessary expense. Registration by the purchaser should be sufficient. The scheme of registration which will come into operation in any district for which a registry is established is a modification of the scheme of Lord Cairns' Act of 1875. Registration may be either with an absolute, a qualified, or a possessory title. Registration with an absolute or a qualified title involves investigation of title, with its consequent expense; but it is assumed (though on this, as on so many other points, much depends upon the rules which are to be made hereafter) that registration with a possessory title will only require evidence of possession, and therefore should involve only the minimum of expense. A novel feature of the Bill is the proposal to convert a possessory or a qualified title into an absolute title after notice by advertisement in the month of November in five successive years. This appears to be in effect the enactment of a new period of limitation as to registered real property, confirming title with little or no investigation after five years' advertised possession, and it seems to the committee that, if the Statute of Limitations is to be thus varied, the alteration should apply generally and not merely to registered land, and that the proposals of the Bill do not adequately guard against the risk of defeating the rights of persons not in actual possession. A somewhat similar machinery is prescribed by the Bill for conclusively declaring the boundaries of registered land, but the committee incline to the opinion that resort to this machinery would involve much risk of trouble and litigation, but stirring up disputes as to boundaries which would otherwise never arise, and they doubt if this part of the Bill is of any practical value. The Bill proposes the establishment of an insurance fund for the indemnity of persons sustaining loss by being deprived of their rights through the registration of some other person, or by reason of forgery, fraud, or error, and to create the fund (which is to be guaranteed by the State)—an insurance fee of ¼d. in the £ on the capital value of the land is to be paid on first registration with an absolute or qualified title, and on the transfer of registered land, and on the creation, and on transfer, of charges on registered land. It appears to the committee that there is no sufficient ground for imposing an insurance fee on owners who register under compulsion, and, further, that the proposal of the Bill to indemnify the person who is deprived of his land by the registration of some other person as owner is objectionable. The land should be restored to the true owner, and the person wrongfully registered, if acting *bonâ fide* and for value should be indemnified. The business of land registry is to be managed by a Land Transfer Board, and it is a blot upon the Bill that it does not prescribe the qualification of the members of the board, or of the registrars' and district registrars to be appointed. The committee trust that this will be amended, and that none but barristers or solicitors will be eligible. The Bill gives no indication as to the extent or number of district registries contemplated. If registration is to become general throughout the country, it must in the opinion of the committee be by means of district registries sufficiently numerous to be readily accessible to the public and to the legal practitioners in every district, though for facility of search it may be desirable to provide for the transmission of copies of the entries in district registries to the principal registry, as is done in the case of the probate registries. The rules which are to be made for carrying the Act into effect are no less important than the Act itself, and the power to make such rules ought not, it is submitted, to be vested as is proposed by the Bill in the Lord Chancellor alone. An important subject to be dealt with by the rules is that of fees and costs, and it is submitted that the rules relating to costs at all events should be made by a tribunal on which solicitors are directly represented. The Bill is suspiciously vague as to the intended *status* of solicitors in regard to practice in the office of land registry, and some of the statements in Parliament and the press of the Lord Chancellor and others concerned in promoting the Bill have not been calculated to allay suspicion on this head. The committee contend that the profession will be acting strictly within their rights, and not less in the true interests of the public, by firmly adhering to the position taken by the Council of the Incorporated Law Society and approved by the representatives of the profession throughout England and Wales at the recent London meeting—namely, "that without limiting the right of any proprietor to transact in person his own business, the conduct for fee or reward of legal business connected with land should, as heretofore, be intrusted to solicitors." The Bill proposes to amend the law by making real estate devolve as personalty on intestacy, except that a surviving husband or wife will take a life interest. It also proposes to prohibit the creation of estates tail in future, and where an existing tenant in tail can, without the consent of any other person, bar the entail by deed, the Act will bar it. These are proposals upon which opinions will probably to some extent differ, and they involve questions of public policy, not specially affecting the profession; but the committee see no objection to this part of the Bill, unless it be that the assimilation of the law as to realty and personalty is not made complete.

At the instance of the committee of the Associated Provincial Law Societies, your committee have taken steps to obtain information as to the charges usually made in this district for conveyancing business in cases of £100 and under, and £200 respectively. The following are the results of the inquiries made:—

| Questions. | | |
|---|---|---|
| 1. Are scale fees usually charged in cases of £200..... | Total number of replies, 19. | 13 "yes," 6 "no." |
| 2. Are scale fees usually charged in cases of £100 and under..... | Total number of replies, 19. | 12 "yes," 7 "no." |

In each class of case the "no" replies indicate that sometimes it is found impossible to charge the scale fees. The Associated Provincial Law Societies have suggested that petitions against the Bill on some points should be presented, and the suggested form of petition will be submitted to the members at the general meeting for their consideration.

*Conditions of Sale—Auction Fees.*—In furtherance of the resolution of the last annual meeting the committee have issued the following circular letter to the members:—

"November, 1886.

"Dear Sir,

"Conditions of Sale—Auction Fees.

"The committee desire to bring under your notice the following resolution which was passed at the last annual general meeting of the society:—

"'That this society recommends the discontinuance of the practice of charging purchasers with auctioneers' fees at auction sales.'

"This resolution was adopted after full discussion and after the attention of the members generally had been called to the subject in the report of the committee issued prior to general meeting, in the following terms:—

"'The attention of the committee has again been called to the use of conditions of sale imposing on purchasers the payment of auctioneers' fee, and they have given a promise to members of the society to refer to the subject in this report with a view to taking the sense of the general meeting upon it.

"'It will be remembered that the society has distinctly discountenanced the use of conditions charging contract fees to purchasers, and that in the reports of the committee adopted in the years 1882 and 1883, resolutions of the Incorporated Law Society and of the practitioners at Gloucester and Bristol against charging purchasers with auctioneers' fees were referred to with approval. It is believed that the practice of charging contract fees is now generally abandoned, but some members of the society still charge auctioneers' fees to purchasers, and it appears to the committee desirable that a distinct recommendation on the latter point should be given by the society for the guidance of its members.'

"Under these circumstances the resolution may be taken to express the considered opinion of the society, and the committee therefore venture to hope that it will be acted upon by all the members of the society, and that they will use their influence with non-members to induce them to follow the same course, so that the practice of the profession may become uniform in this district, and at the same time be brought into harmony with the practice in London and elsewhere.—Yours faithfully,

"E. W. COREN, Hon. Sec."

The committee propose to revise in some few particulars the society's Common Form Conditions of Sale, and will issue the revised form as soon as possible.

*Solicitors' Remuneration Act and Order.*—The committee regret to record that the tendency of the decisions of the courts upon the Act and Order is to cut down the remuneration of solicitors in such a way as to defeat the object of the scale. That object was to make the remuneration depend not upon the actual amount of work done in each case, but to make the simple cases help to pay for the intricate ones, and to assess the remuneration on the *ad valorem* principle. In particular the provisions of the order with reference to sales by auction are being so construed as to make it very difficult to obtain the scale charge for conducting auctions, and even to place in jeopardy the solicitor's right to any remuneration for work done in preparing for and attending the auction. The alarm of the profession on this point found expression in a resolution of a recent general meeting of the Incorporated Law Society, when a committee of that society was appointed to consider the question and to report to the council upon it. This committee, of which your president is a member, is still sitting. In the meantime, your committee have brought under the notice of the Council of the Incorporated Law Society a case which has arisen in the practice of a member of this society, where the scale fee for conducting an auction sale was disallowed on taxation, and it is understood that this case or a similar one will come on by way of appeal at an early date. It will thus be seen that the Council of the Incorporated Law Society is endeavouring to uphold the scale in the interest of the profession generally and the committee would urge upon the members of this society that they should also endeavour to uphold it by their individual action. That will best be done by adopting the scale as far as practicable, only departing from it for good reasons in particular cases, and regarding it not merely as a *maximum* scale, but as being, as in fact it is, the true measure of remuneration under ordinary circumstances as determined by a tribunal specially constituted for the purpose and on which for the first time solicitors are represented. To disregard the scale generally tends to stultify the action of the tribunal and to defeat the efforts of years to improve the system of remuneration for conveyancing business and make it more consonant with the requirements of a liberal profession.

*Incorporated Law Society.*—Your committee cannot conclude this report without recording on behalf of your society their most cordial acknowledgments to the London members of the Incorporated Law Society for their magnificent hospitality on the occasion of the recent London meeting—a meeting which will be justly recognized as one of the most interesting and successful of the entertainments of this Jubilee year.

## ASSOCIATION FOR THE REFORM AND CODIFICATION OF THE LAW OF NATIONS.

The thirteenth conference of this association was opened on Monday at the Guildhall, London, Mr. Justice Butt presiding.

### President's Address.

The President, after some preliminary remarks, said: The codification of the Law of Nations was, perhaps, a consummation which no one now living might hope to see; but if ever identical views of what should be the practice of the different nations of the earth in their dealings with each other were to be reached, it could only be by the removal or the lessening of the divergencies prevailing in their national laws and customs, and it was to that end that their labours were directed. The most important of the topics suggested for discussion were undoubtedly those which related to what was called public international law, and the subject which he regarded as the most important of these topics suggested for the consideration of the conference was the progress of international arbitration. It was impossible to conceive any question of more universal interest, more closely touching the happiness of the human race, than that. On the solution of that depended the alternative of peace or war, as the inheritance of those who came after them. The hope that in their day, or in that of the children, or even that of their children's children, the peaceful settlement of all disputes between nations might supersede the arbitrament of war might well be regarded as beyond the pale of practical aspirations. The goal might be distant, but he refused to believe that it was unattainable. He believed that the vast proportions which the standing armies of the European States had assumed, adverse as they might at first sight appear to be to their peaceful aspirations, would before very long be found to make for rather than against them. The raising and maintaining of these large armaments in most countries of Europe was eating the heart out of the people. It was not merely the fiscal burden cast on the population for the clothing and maintenance of those masses of soldiery; but it was that every man under arms was an appreciable diminution of the working power of the community—a unit withdrawn from the sum of the product of that human industry whereby nations grew rich and peoples prospered. While the armed force at the disposal of the Governments of Europe was never so large; while the engines of destruction developed by the marvellous resources of science were never so formidable; on the other hand there never was a time when Sovereigns and rulers were so anxious to appear, at least, to conform to the dictates of equity and of justice, as embodied in the works of great writers on international law. It was satisfactory to observe a growing tendency among nations to refer matters in dispute between them to arbitration. Many international disputes had been settled by the peaceful means they advocated, and there was reason to hope that for the future it would be the custom in treaties of peace, as it had been in treaties of commerce, to insert what was known as an arbitration clause. In any case by continuing to raise its voice against the monstrous absurdity and wickedness of war and in favour of the more rational solution of international disputes, this association could not fail to render valuable aid to the cause of humanity.

### International Conventions for the Neutralization of Territory and their Application to the Suez Canal.

Sir Travers Twiss, Q.C., read a paper on this subject, in which, after referring to the refusal of Austria and Russia to respect the neutrality proclaimed by Switzerland itself in 1813, as being a neutrality only nominal, and the forcible expression given to this refusal by the allied Austrian and Russian armies marching through Switzerland, he said that at the Congress of Vienna in 1815 the plenipotentiaries of the five Great Powers themselves declared the "perpetual neutrality" of Switzerland. He then passed to the considerations which led to Belgium being also declared by the Great Powers to be a perpetually neutral State in 1831, and those which brought about a similar agreement with regard to Luxemburg in 1867, and added:—"It is observable that in this treaty there is introduced a provision which has no place in the treaty guaranteeing the neutrality of the Helvetic Confederation, nor in the treaty guaranteeing the neutrality of Belgium—namely, a provision whereby the high contracting parties engaged themselves in express terms to respect the principle of neutrality stipulated in the treaty." He explained the reasonableness of such a provision, inasmuch as by it Powers acquire the right to demand from each other respect for the neutrality and the right to intervene to enforce their demands, although they are not bound to so intervene as they would be if they had expressly guaranteed the neutrality in a formal manner. Coming to the case of the Suez Canal, Sir T. Twiss continued:—"I venture to think that it is not beyond hope that the Powers whose representatives at Constantinople have regulated in conference the tolls to be levied on vessels passing through the Suez Canal may come to an agreement to sign a declaratory act, engaging themselves to respect at all times the neutrality of the waterway through the isthmus, which His Imperial Majesty the Padishah of the Ottomans, a suzerain of the isthmus and of its waters, has declared to be always open to vessels of commerce as a neutral passage between the two seas."

M. Clunet moved:—"That the conference expresses the desire that the Government should as soon as possible resume the diplomatic negotiations inaugurated at Paris in 1885, with the object of concluding a convention relative to the free use of the Suez Canal, and of completing this work of pacification and of universal interest."

This resolution was seconded by Mr. Hodgson Pratt and carried.

## SECOND DAY'S PROCEEDINGS.

Sir Travers Twiss took the chair.

### The Limits and Privileges of Territorial Waters.

Mr. George Baden-Powell, M.P., read a paper on this subject. He said that by international law a nation is permitted, "for the purposes of its own security and welfare, to hold command of portions of the open sea which abut upon its coasts." It was difficult, however, to define the limits of these waters. Such portions as harbours and waters above low water mark were admittedly wholly within the *lex loci*; and those on board ships there are subject to the local laws and regulations as much as if they were residing on the land. With reference to parts more seaward, the question was more complicated. The "cannon-shot limit" was the popular rule. For all practical purposes this was the marine league of three miles. It had been claimed in our Territorial Waters Jurisdiction Act, and the United States had agreed to the claim, though other nations had not. For various objects other distances had been claimed as within the jurisdiction by different nations. Norway had specified in one case four miles, England six miles under an Act of George IV., and again twelve miles under the "Hovering Acts." The United States in 1875 claimed the same for revenue purposes, and even as far as the Gulf Stream for the exclusion of belligerents. Spain had claimed a six-mile belt round Cuba. Among instances of greater distances Great Britain had been granted by China jurisdiction over British subjects on vessels up to 100 miles from the coast of China. The question of jurisdiction over bays had been much disputed. St. George's Channel had been diplomatically acknowledged to be British territory, and the Bay of Newfoundland had been legislated for as if British territory. Generally speaking, however, the three-mile limit was generally acknowledged as the limit. Foreigners had a right of use over such waters, subject to definite limitations. Belligerent acts must not be carried on there; piracy and smuggling could be stopped there, and quarantine regulations enforced. The one general rule was that the State had the right to exercise any rights over these waters in defence of herself and her own interests, or in maintaining the right of free passage to all others. There remained the question of reaping the harvest of the sea. It was commonly acknowledged that the *fructus* of the waters belonged to the country, but much difference of opinion existed as to how they were to be protected in its enjoyment. Mr. Baden-Powell considered that the defining of territorial waters and of the rights of natives and foreigners in them should be settled by common agreement between nations.

The Hon. David Dudley Field, of New York, moved that a committee of five members of this association be appointed by the chairman of this meeting, who shall have power to add to their number, to take into consideration the valuable paper of Mr. G. Baden-Powell, and to frame some general rules for the common regulation of the duties and privileges in territorial waters of adjacent States.

The resolution was adopted.

### Under what Circumstances is it Justifiable to Destroy Shipping Property at Sea?

Rear-Admiral Colomb read a paper on this subject, in which he said: The question was how derelict ships found at sea ought to be dealt with, and whether they might be intentionally sunk as dangerous to navigation. When the Admiralty received information of a derelict ship or wreckage being in such waters as to be dangerous to shipping, their course was to communicate to Lloyd's, and they then often sent a steamer to the spot, the practice being to salve if possible, and not to destroy and sink the derelict if there was a reasonable chance of its being saved. No special instructions were issued to the Royal Navy officers, and they acted to the best of their discretion. Each case was treated on its own merits; the first question being whether the derelict could be saved, the second whether it was a danger to navigation, and, next, whether, if so, it could be destroyed. The Admiralty were, however, about to issue the following order:—"Should any of her Majesty's ships fall in with any waterlogged vessel abandoned at sea and constituting a danger to navigation, the same should be examined, and unless it appears that the cargo is composed of such large baulks of timber as to be of themselves a danger if released to float, or unless the position of the wreck is such as to make it probable that she may be presently towed into port, every effort should be made to sink or otherwise destroy her."

Professor Baldwin (Newhaven, U.S.A.) proposed: "That the valuable paper of Admiral Colomb be referred to the committee authorized by the previous vote."

Mr. Griffith (London) seconded the motion.

Mr. Glover moved as an amendment: "That the thanks of the conference be tendered to the Admiralty for the order they propose to issue in respect of the destruction of derelicts at sea, and the public interest be still furthered by the discretion of the naval officers being less fettered, as proposed in the order."

Mr. Freeland having seconded this, Professor Baldwin's amendment was first put and carried, and then Mr. Glover's resolution was also agreed to.

At a subsequent period of the meeting the Hon. D. D. Field expressed his strong opinion that private property at sea should be entirely exempted from capture in war.

Admiral Colomb considered that capture shortened war, but believed that the officers of her Majesty's Navy would be in favour of the proposed abolition of capture.

A resolution was carried: "That it is the judgment of this association that private property at sea should be as much exempted from capture as private property on land."

After lunch the Hon. D. D. Field took the chair.

### International Arbitration.

Mr. Richard read a paper on this subject, in which he said that it was

an unquestionable fact that, numerous as wars had been within the last century, the cases in which differences had been adjusted by some form of reference or arbitration had been still more numerous. Adverting to the recent cases of arbitration, he instanced the seizure of the Havana Packet and the resulting dispute between Holland and San Domingo, the claim of German subjects to land in Fiji, the seizure of an American ship in Manilla, the claim of England against Chili arising out of the Chili-Peruvian war complications, the Penjdeh boundary dispute between Russia and England, and the Caroline Islands difference between Germany and Spain, all decided without war and by arbitration. There was a growing conviction in favour of international arbitration. At the Conference of Berlin on the Congo, resort to arbitration in case of future disputes within those territories was formally agreed upon. A "Treaty of Arbitration" had been entered into between Colombia and Honduras, the first expressly formed with the object of terminating every kind of future difference between two States. A Bill has also passed the Senate of the United States to create an International Supreme Court for the Americans. He hoped to see that great State and Great Britain enter into a similar treaty to that between Colombia and Honduras. This had been suggested, and it would be a great triumph of civilization.

Mr. JUDGE H. PEABODY moved: "That the association has heard with much satisfaction the paper of Mr. Richard on the progress of international arbitration, and reiterates its declarations of former years in favour of the substitution of arbitration for war in international disputes."

Professor LEONE LEVI seconded the resolution.

The ATTORNEY-GENERAL said that the practical carrying out of the theoretic views agreed upon was the difficult part of the question. A board of arbitration *ad hoc* was easy enough to agree upon, but the difficulty was the appointment of such an authority for future disputes. Fishery and boundary questions and disputes arising out of breach of treaty were the three chief branches under which differences would arise. Arbitration clauses for the settlement of such questions could be introduced into most treaties. He asked the conference to work steadily to get that principle recognized by the insertion of the clause to govern all matters at least arising between any section of one nation against any section of another. The principle enunciated in the resolution commended itself to everyone.

After some discussion the motion was carried unanimously.

## THE SELDEN SOCIETY.

A meeting of this society was held on the 23rd inst. in the old hall of Lincoln's-inn for the purpose of receiving the report of the provisional committee appointed in January last and of electing a council and other officers and of settling the rules of the society.

In the absence of the Lord Chief Justice, president of the society, the chair was taken by Lord Justice LINDLEY, who briefly introduced the business of the meeting, which was mainly of a routine character.

It was arranged that the council of the society should consist of the Lord Chancellor, the Lord Chief Justice, the Master of the Rolls, the President of the Probate, Divorce, and Admiralty Division, the Attorney-General, the Solicitor-General, the treasurers of the Lincoln's and Gray's Inns and of the Middle and Inner Temple, the Chief Justice of the Supreme Court of the United States, and the president of the Incorporated Law Society of the United Kingdom, as *ex officio* members, together with the Minister of the United States, Lord Derby, the Bishop of Chester, Lord Herschell, Lord Thring, Lord Aberdare, Lords Justices Cotton, Lindley, and Bowen, eight other judges, Mr. Justice Gray, of the United States, and about eighty other leading lawyers in England and also in America.

The provisional committee announced the early publication, under the society's auspices, of a volume of 13th-century pleas of the Crown, from the Eyre Rolls preserved in the Public Record office, to be edited by Mr. F. W. Maitland, University Reader in English Law at Cambridge, with full indices both of subjects and of persons and places. This volume will throw considerable light on the history of the petty jury, a subject at present most obscure. It is proposed next in order to print a series of records of real actions and of cases illustrating villein *status* and villein tenure, but how soon these may appear will depend on the number of subscribing members who may join the society.

# LAW STUDENTS' JOURNAL.

## INCORPORATED LAW SOCIETY.

### PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the preliminary examination held on the 6th and 7th days of July, 1887:—

Adams, Hugh Worthington
Andrews, George Wilton
Anthony, James Emerson
Banks, Edward Ernest Delamark
Bennett, Thomas Welbank Millard
Blagden, George Rupert
Blagg, Walter Edward
Bolton, Maurice Egerton Augustus
Bond, Walter William
Boorne, Herbert Huntley
Boot, Thomas
Bootiman, Albert Victor
Borissow, Clement Louis
Brennan, Robert John Lewis
Bristow, Arthur George
Carrick, Ernest
Carter, Robert
Clark, Edwin Ebenezer
Clutterbuck, Henry Baldwin
Cobbett, Walter Palmer
Colegrave, Hubert
Cooke, Arthur Bishop
Cooke, Robert John
Coombs, Herbert Francis Gilbert
Cornick, Richard
Cosedge, Arthur
Cure, Charles Laurence Capel
Davies, Hugh Wallis
Debenham, Alfred Edward
Dickson, Campbell Cameron Forster
Drake, Herbert William
Drew, Francis Randolph
Druce, Harry Reid Seton
Eastwood, James Arthur
Eckersley, Frank
Everington, William Arnold
Farish, Arthur Farish
Flower, Llowarch Robert
Flowers, Arthur
Foottit, Reginald William
Franklin, William Vaughan
Gill, Charles Thomas
Gorringe, Charles Henry
Greenhut, Victor
Guilford, Reginald Herbert
Hammond, John
Harding, Reginald Tuffley
Harris, John
Harrison, Ernest William
Hastings, Henry Horace
Hatton, Arthur Gerald
Hayward, Percy
Heelis, George Herbert
Hellard, Charles Stuart
Higginbothan, Thomas Edward
Hogan, George William
Horton, Thomas
Hughes, Richard James
Ireland, Frank Herbert
Jones, Harold Vivian
Jones, James Stephens Tudor Cynfab
Jones, John
Jones, John Herbert
Jones, Timothy
Knight, Fritz Chester
Lewis, Ilbert Cornish Bassett
Lewis, Walter Stanley
Lush, William
Lydall, Francis
Lydall, Herbert Wykeham
Mace, Albert Ernest
Mackie, Edward Dacre
Matthews, William Edwin
Money, Charles Frances Lethbridge
Morant, Abdy Locke
Nesbitt, Robert Chancellor
Nicklin, Herbert John
Orford, Edwin Arthur
Parsons, Laurence
Philp, Frederick Robert Ellison
Platt, Arthur William
Plummer, Lambert
Pratt, Spencer Charles
Price, Charles William Mackay
Prosser, George
Pughe, Kenneth Mackenzie
Rhodes, Henry Hirst
Richards, Thomas James
Rigby, George Henry
Ritson, Frederick William
Robbs, Walter
Rollinson, Ernest Mark
Safford, George Herbert
Scott, Harry Dixon
Shapland, Frederick George Westacott
Simon, Frank
Simpson, Charles Lionel
Smart, Francis William Boiton
Stebbing, Guy Lancelot
Stern, Frederick Augustus Simpson
Stokes, Thomas Adrian Owen
Tayler, Walter Henry
Taylor, Montague Wakefield
Tempest, Walter
Thomas, Frank Roberts
Thompson, Basil Llewlyn
Thornton, Edward Reginald
Trubshaw, Wilfred
Tunnicliffe, Arthur Edgar
Tuppen, Claud Ernest
Wallace, Frank
Wallace, James
Walton, Charles Henry
Watts, William Anderton
Weatherdon, George Edwin Robert
Webb, William Howard
Webster, Francis Anderton
Wild, Alfred
Willan, Simon Hunter
Williams, Ernest Trevor Adams
Withers, Thomas
Wood, James Fawcett
Woodhouse, Joe
Wrack, William Pope

# LEGAL NEWS.

## OBITUARY.

Mr. THOMAS EDWARD PRESTON LEFROY, late judge of county courts, died on the 25th inst., in his seventy-second year. Mr. Lefroy was the third son of Mr. Antony Lefroy, of Falford, Yorkshire, and was born in 1815. He was called to the bar at the Middle Temple in Trinity Term, 1844, and he formerly practised on the Northern Circuit. In 1868 he was appointed by Lord Cairns judge of county courts for Circuit No. 55 (comprising a large portion of Dorsetshire and Somersetshire). He held that post till 1880, when he retired on a pension. Mr. Lefroy was married in 1846 to the eldest daughter of the Rev. Benjamin Lefroy, but he became a widower in 1855. His second son, Mr. William Chambers Lefroy, was called to the bar at Lincoln's-inn in January, 1876, and is an Assistant Charity Commissioner.

Mr. JAMES FLEMING, Q.C., Chancellor of the County Palatine of Durham, died at 12, Dorset-square on the 23rd inst., aged eighty. Mr. Fleming was the eldest son of Captain Valentine Fleming, and was born in 1807. He was called to the bar at the Middle Temple in Trinity Term, 1836, and he practised for many years in the Court of Chancery. He became a Queen's Counsel in 1858, and after that date he, for the most part, restricted his practice to peerage cases before the House of Lords. In 1865 he was appointed Chief Commissioner of the West Indies Encumbered Estates Court. In 1871 Mr. Fleming was appointed Temporal Chancellor of the County Palatine of Durham, and he held that office till his death, having held a chancery sitting only three weeks previously. Mr. Fleming was married in 1841 to the second daughter of Major John Canning, and he became a widower in 1866. His eldest son, Mr. Francis Fleming, was called to the bar at the Middle Temple in Michaelmas Term, 1866, and is now colonial secretary for Natal. His second son, Mr. Baldwyn Fleming, was called to the bar at the Middle Temple in Trinity Term, 1867, and is a Local Government Board inspector.

## APPOINTMENTS.

Mr. SYDNEY TWENTYMAN JONES, puisne judge of the High Court of

Justice of Griqualand West, has been appointed a Puisne Judge of the Supreme Court of the Cape Colony. Mr. Justice Jones is the second son of Mr. John Jones, of Cape Town, and was born in 1849. He was educated at Trinity Hall, Cambridge, where he graduated in the second class of the Law Tripos in 1871, and he was called to the bar at the Middle Temple in Michaelmas Term in 1873. He was appointed a puisne judge of the High Court of Griqualand West in 1882.

Mr. Charles Frederick Gill, barrister, junior counsel to the Post Office at the Central Criminal Court, has been appointed Senior Counsel, in succession to Mr. Ernest Baggallay, who has been appointed stipendiary magistrate for the borough of West Ham. Mr. Gill is the eldest son of Mr. Charles Gill and was born in 1851. He was called to the bar at the Middle Temple in Easter Term, 1874. He is a member of the South-Eastern Circuit.

Mr. William Henry Solomon, barrister, has been appointed Puisne Judge of the High Court of Justice of Griqualand West, in succession to Mr. Justice Jones, who has been appointed a judge of the Supreme Court of the Cape Colony. Mr. Justice Solomon is the fourth son of the Rev. Edward Solomon, and was born in 1853. He was educated at St. Peter's College, Cambridge, and he was called to the bar at the Inner Temple in November, 1877.

Mr. William Muller, solicitor, of Shepton Mallet and Bruton, has been appointed Clerk to the Shepton Mallet Highway Board, on the resignation of his partner, Mr. Henry Dyne. Mr. Muller is coroner for the South-Eastern Division of Somersetshire. He was admitted a solicitor in 1876.

Mr. Lister Maurice Drummond has been appointed a Revising Barrister for the county of Surrey, in succession to Mr. Samuel Lilley, deceased. Mr. Drummond is the only son of Mr. Maurice Drummond, of Hampstead, and was born in 1856. He was called to the bar at the Inner Temple in June, 1879, and he practises on the South-Eastern Circuit and at the Surrey Sessions.

Mr. John Cross Eccles, solicitor (of the firm of Ansdell & Eccles), of 23, Market-street, St. Helens, has been appointed a Commissioner to administer Oaths. Mr. Eccles was admitted a solicitor in 1881.

Mr. Thomas Bates, solicitor, of Sudbury, has been elected Coroner for that borough. Mr. Bates was admitted a solicitor in 1879.

## GENERAL.

On the 26th inst., in the House of Commons, a petition was presented by Sir R. Paget from the Somersetshire Law Society for amendment of the Land Transfer Bill.

A dinner was given last week at Willis's Rooms, by the members of the Parliamentary Bar, to the two senior members, Mr. Hunter Rodwell, Q.C., and Mr. John Clerk, Q.C., upon their withdrawal from the active duties of their profession in the Committee-rooms at Westminster.

A fire broke out at No. 1, New-square, Lincoln's-inn, on Saturday night last, and great damage was caused to briefs and papers not only by the fire but also by the water used in extinguishing it. It will be remembered that No. 2, New-square was many years ago destroyed by fire.

A correspondent of the *Standard* gives a list of farms in one district in the county of Essex, shewing 3,527 acres to be out of cultivation, and 17,945 acres to be in the hands of landlords who were unable to find tenants for the same.

Mr. J. H. Gresham, chief clerk at the Mansion-house Justice Room, has had four months' leave of absence granted in consequence of illness; and Mr. Savill, the assistant clerk, with the aid of Mr. Douglas, the chief clerk at the Guildhall Justice Room, has been requested to discharge Mr. Gresham's duties in his absence.

At the Malling Petty Sessions on the 25th inst. a man was convicted of drunkenness and ordered to pay the costs. The bench also bound him over in his own recognizances of £10 for six months to come up for judgment when called upon. If he got drunk again in this six months he would forfeit the bond and have to pay the fine. The chairman told him the bench did this with a view of keeping him sober.

At a meeting of the Court of Common Council last week a motion was carried "that it be referred to the Law and City Court Committee to inquire and report whether the judge of the City of London Court (Mr. Commissioner Kerr) had power to direct that there should be no sittings of that court between the 12th of August and the 24th of October next, with power to confer with the law officers thereon."

In a recent case before the Divorce Court it appeared that the careful respondent had obtained the execution of a deed by the co-respondent, in which he admitted that the last two children to which the respondent had given birth were his, and bound himself under a penalty of £500 not to marry anyone but the respondent until a period of seven years had expired, in order that there might be no obstacle to his marrying her should she be placed in a position to marry him.

At a recent meeting of the Yorkshire justices a letter was read from the Hon. A. Duncombe, in which he said that he had gathered from the Lord Chancellor's secretary "that he disapproves of the grouping system of counties, and he places Yorkshire in that category. Being composed of the three Ridings, his idea is that all assize business for the North and East Ridings should take place at York, and that three assizes should be held there annually; that all West Riding business should be transacted at Leeds, where there would be four assizes held."

Mr. Commissioner Kerr, refreshed by the recent observations of the Court of Appeal, has recommenced his crusade against solicitors. It is stated that he had recently before him a case in which the defendant was alleged to be the junior partner in a firm of solicitors which was engaged in five actions in the High Court, two in the Divorce Court, and two in the Lord Mayor's Court. His Honour: All these may be speculative actions. Mr. Dobson: Well, if a debtor enters into speculative actions he surely ought to be pulled up. His Honour: I wish I could punish and send to prison all solicitors who enter into such actions to make money. . . . My experience is that costs are usually piled up. There are men of the highest character in the profession, but there are also black sheep.

The following is the text of Attorney-General Garland's opinion with regard to the Act recently passed restricting the ownership of real estate in United States territories to American citizens:—Firstly, as mines are real estate, or inheritable interests in real estate, the Act does apply to them; secondly, as stock in a corporation is personalty, an alien can lawfully have, own, and hold shares or stock issued by an American corporation, which is now the owner of mineral lands in territories, but if the holding by aliens exceeds twenty per cent., such corporation can neither hold, own, nor hereafter acquire real estate while more than twenty per cent. of its stock is held and owned by aliens; thirdly, under the Act the advancement of money hereafter by aliens for the purpose of developing mining property is lawful, but no interest in real estate can be acquired by such advancement, nor would an alien have the right to purchase real estate, or any interest therein, on a loan made since the passage of the Act, even if sold on his own security or lien; fourthly, aliens may lawfully contract with American owners to work mines by personal contracts for hire, or by *bonâ fide* leases, for a reasonable time."

The Government Bill for a reduction of the number of judges in Ireland proposes that on the first vacancy in the office of judge of the Courts of Probate and for Matrimonial Causes the post is not to be filled up, but the Probate and Matrimonial Division is to be united to the Queen's Bench Division. The Lord Lieutenant will then appoint one of the judges of the latter division to hear all probate, &c., matters other than trials. It is also provided that when first a vacancy occurs in the office of the Judicial Commissioner of the Land Commission it is not to be filled up until a commission has been issued by her Majesty to ascertain and report whether the duties of the Judicial Commissioner can be adequately discharged by the High Court. No appointment is to be made until after forty days from the date of the report or, if Parliament is not then sitting, from the beginning of the following session If the vacancy is not filled up the jurisdiction vested in the Judicial Commission of the Irish Land Commission is to be transferred to the High Court. A further provision is that no successor is to be appointed to either of the existing judges of the Court of Bankruptcy; and ultimately bankruptcy matters will be assigned to one of the judges of the High Court.

In a case tried before Mr. Justice Stephen on the 27th inst. at the Central Criminal Court it appeared that the deceased woman had jumped out of a window and been thereby killed, and it was alleged by the prosecution that she did this in consequence of the behaviour of the prisoner leading her to suppose that he was going to beat her, and to escape his violence, and that the prisoner, in the circumstances, was guilty of manslaughter. Mr. Justice Stephen, in summing up, said that the point the jury had to consider was whether they felt certain beyond all reasonable doubt that the prisoner applied to this woman either actual violence, or threats of violence, the violence being so severe and the threats of violence being of such a desperate character that it became a natural thing—a natural and ordinary consequence of those threats and of that violence that the woman should avoid further mischief by jumping out of the window. If they believed that that did take place—that the woman, by violence of some very severe character, or by threats of some very desperate injury, was forced, as her only resource, to jump out of the window in the hope that she might escape by so doing, and with the feeling that she had no other way to escape, then they ought to convict the prisoner of manslaughter at least. His lordship cited the case of *Reg.* v. *Pitts* (1 Carr. & Marsh., 284). If they were not satisfied on those points, or if they thought the woman committed suicide, then they must acquit the prisoner. The jury returned a verdict of not guilty.

In the House of Lords on the 21st inst. the Earl of Selborne asked the Lord Chancellor whether any steps were likely soon to be taken to carry into effect the recommendations of the committee lately presided over by the Master of the Rolls as to the business of the Chancery Division of the High Court of Justice. He said that the committee, which consisted of the Master of the Rolls, Mr. Justice Kay, the late Mr. Justice Pearson, Mr. Justice Stirling, Sir Horace Davey, and four other gentlemen, made their report on August 7, 1885, and though there were some differences of opinion, the conclusion they came to was that it was clear that the actual number of judges attached to the Chancery Division was unequal to cope with the business, and therefore they thought it necessary that the Chancery Division should be reinforced by an additional judge. He found that the number of causes standing for hearing on the 16th of October, 1884, was 842; on the 23rd of May, 1885, 667; at the beginning of the present Trinity Sittings 786 (over 100 more than in May, 1885); and on the 20th of July, 1887, the number was 826. He thought their lordships would be of opinion that under the circumstances it was desirable that steps should at once be taken to do anything that could be done to accelerate the despatch of business. The Lord Chancellor said it was impossible not to feel that much depended on the appointment of an additional judge, and he quite agreed that it was absolutely essential, in order to clear off the arrears, that additional assistance should be given. Much injury and

additional cost was caused to suitors by the present state of things. The difficulty of dealing with this matter was the state of business in the other House. There was a power to appoint an additional judge under the 18th section of the Appellate Jurisdiction Act by an address of both Houses, and he was prepared to move their lordship's House in the matter. After communication with the First Lord of the Treasury it was impossible to say whether time could be found in the other House for a motion upon the subject. Although it was a very urgent matter there were other even more urgent questions, and in the present state of business his right hon. friend informed him that it was impossible to name a day for making such a motion, though the opportunity might occur before the session came to an end. Lord Herschell thought that those who were averse to making this change were not sufficiently alive to the frightful injury which the present state of affairs was inflicting on suitors.

## COURT PAPERS.

### SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

| Date. | | Appeal Court No. 1. | Appeal Court No. 2. | Mr. Justice Kay. | Mr. Justice Chitty. |
|---|---|---|---|---|---|
| Mon., Aug. | 1 | Mr. Godfrey | Mr. Leach | Mr. Pemberton | Mr. Ward |
| Tuesday ... | 2 | Leach | Godfrey | Clowes | King |
| Wednesday | 3 | King | Leach | Pemberton | Ward |
| Thursday.. | 4 | Ward | Godfrey | Clowes | King |
| Friday ..... | 5 | Clowes | Leach | Pemberton | Ward |
| Saturday... | 6 | Pemberton | Godfrey | Clowes | King |

| | | Mr. Justice North. | Mr. Justice Stirling. | Mr. Justice Kekewich. |
|---|---|---|---|---|
| Monday, August ..... | 1 | Mr. Carrington | Mr. Beal | Mr. Jackson |
| Tuesday ..... | 2 | Lavie | Pugh | Koe |
| Wednesday..... | 3 | Carrington | Beal | Jackson |
| Thursday ..... | 4 | Lavie | Pugh | Koe |
| Friday ..... | 5 | Carrington | Beal | Jackson |
| Saturday ..... | 6 | Lavie | Pugh | Koe |

## WINDING UP NOTICES.

*London Gazette.*—FRIDAY, July 22.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

NORTHERN TRANSVAAL GOLD MINING CO, LIMITED.—Petn for winding up, presented July 21, directed to be heard before North, J., on July 30. Smith & Son, Gresham House, solors for petner

PUNJAUB AND CASHMERE CARPET CO, LIMITED.—Chitty, J., has, by an order dated June 2, appointed Arthur Cooper, 14, George st, Mansion House, to be offic al liquidator

SUN PORTLAND CEMENT CO, LIMITED.—Petn for winding up, presented July 21, directed to be heard before Stirling, J., on July 30. Johnston & Co, Raymond bldgs, Gray's inn, agents for Winder, Bolton, solors for petner

W. CHAPPELL & Co, LIMITED.—Creditors are required, on or before July 27, to send their names and addresses, and the particulars of their debts or claims, to William Thomas Ogden, 6A, Austin Friars. Wednesday, Aug 3 at 12, is appointed for hearing and adjudicating upon the debts and claims

UNLIMITED IN CHANCERY.

COMMERCIAL BANK OF LONDON.—Petn for winding up, presented July 21, directed to be heard before Stirling, J., on July 30. Bristow, John st, Adelphi, solors for petner

COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY

DU BEDAD ADAMS & Co, LIMITED.—The Vice-Chancellor has fixed Wednesday, July 27 at 11, at 9, Cook st, Liverpool, for the appointment of an official liquidator

*London Gazette.*—TUESDAY, July 26.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BIRMINGHAM CAB CO, LIMITED.—North, J., has, by an order dated July 6, appointed Walter Newton Fisher, Waterloo st, Birmingham, to be official liquidator

COMMERCIAL UNION TRUST CO, LIMITED.—By an order made by Stirling, J., dated July 16, it was ordered that the company be wound up. Beall & Co, Bucklersbury, solors for petner

HENDRA ESTATE AND BUILDING MATERIALS CO, LIMITED.—North, J., has, by an order dated July 7, appointed Frederic George Painter, 2, Moorgate st bldgs, to be official liquidator

### FRIENDLY SOCIETIES DISSOLVED.

STAR OF HINDLEY LODGE OF INDEPENDENT ODD FEMALES, Swan Inn, Hindley, Lancaster. July 22

## CREDITORS' NOTICES.

### UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

*London Gazette.*—TUESDAY, July 26.

DAVIS, WILLIAM LEAK, Wells st, Oxford st, Lamp Manufacturer. Sept 30. Davis v Baker, Chitty, J. Finch, Cannon st

BUSHBY, THOMAS, Grantham, Stationer. March 14. Johnston v Bushby, Stirling, J. White, Grantham

### UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

*London Gazette.*—FRIDAY, July 22.

BATTERSBY, HANNAH STELLING, Liverpool. Sept 1. Norris & Sons, Liverpool

BERWIN, JOSHUA, Leicester, Grocer. Sept 10. Smith & Mammatt, Ashby de la Zouch

BROWN, MARY ANN, Aldershot. Sept 24. Foster, Aldershot

CARR, JOHN, Cookridge, York, Farmer. Aug 31. Craver, Horsforth

CLIFFORD, HENRY WILLIAM, Jermyn st, Esq. Aug 19. Harting & Co, Lincoln's inn fields

COHEN, LIONEL LOUIS, Hyde Park terrace, Esq. Sept 2. Emanuel & Simmonds, Finsbury circus

CROSFIELD, GEORGE, Lancaster gate, Esq. Aug 31. Murray & Co, Birchin lane

DAWES, RICHARD, Birmingham, Wholesale Grocer. Aug 2. Jaques & Son, Birmingham

DOWNS WILLIAM, South Skirlaugh, York, Market Gardener. Aug 8. Park & Son, Hull

FELLOWES, GEORGE PLAYER BUTLER, Sonadah, Bengal, India, Tea Planter. Aug 30. Davidson & Co, Spring gardens

FINNES, WILLIAM JAMES, Gillingham, Kent, Contractor. Aug 8. Greathead, Rochester

HARRIS, MARIA, Highworth. Aug 26. Kinnair & Tombs, Swindon

HILL, CAROLINE, Bristol, Aug 20. Jacques & Co, Bristol

HUGHES, JOHN, Landore, nr Swansea. Aug 20. Jones & Monger, Swansea

JACKSON, JOHN, Preston, Shipowner. Aug 28. Johnson, Wigan

JENKINS, WILLIAM, Ouchan, Isle of Man. Aug 1. Grundy & Co, Manchester

LISTER, ANN MARSH, Dalston. Aug 15. Van Sandau & Co, King st

PRESTON, WILLIAM, Heckmondwike, York, Butcher. Aug 16. Deane & Son, Batley

REINAGLE, CAROLINE ANNETTA, Horsham. Aug 10. Medwin & Co, Horsham

SAVAGE, ELIZA, Wolverhampton. Sept 19. Colebourn, Wolverhampton

SAVAGE, THOMAS, Wolverhampton, Innkeeper, Coal Dealer. Sept 19. Colebourn, Wolverhampton

SIMPSON, THOMAS, Scotswood upon Tyne, Northumberland. Aug 20. Harling, Liverpool

SINGTON, ADOLPHUS, Manchester, Merchant. Sept 22. Seddon & Co, Manchester

SORESBY, JEANNETTE, Shardlow, Derby. Sept 19. Woolleys & Co, Loughborough

STORRY, JOHN, Kihikihi, Auckland, New Zealand. Aug 25. Mason & Thompson, Whitehaven

WILKINSON, WILLIAM, Chester, Innkeeper. Sept 1. Stringer, Sandbach



## BANKRUPTCY NOTICES.

*London Gazette.*—FRIDAY, July 22.

### RECEIVING ORDERS.

BEVINGTON, EDWIN, Leigh, Lancs, Provision Dealer. Bolton. Pet July 20. Ord July 20

BLAMIRES, JOSHUA, Staincliffe, nr Batley, Yorks, Rag Merchant. Dewsbury. Pet July 18. Ord July 18

BROWN, DAVID, Walthamstow, Essex, Egg Merchant. High Court. Pet July 18. Ord July 18

BUTTERFIELD, ELIJAH TATHAM, Nelson, Lancs, Builder. Burnley. Pet July 19. Ord July 19

CLARKE, RICHARD THOMAS, Milton next Gravesend, Chemist. Rochester. Pet July 19 Ord July 19

COLBOURN, WILLIAM OSMOND, Upton pk, Essex, Publican. High Court. Pet June 17. Ord July 19

COOPER, WATSON, Stockton on Tees, Draper. Stockton on Tees and Middlesborough. Pet July 18. Ord July 18

COPEMAN, WALTER, Lowestoft, Butcher. Gt Yarmouth. Pet July 19. Ord July 19

COSSEY, G, Manderville st, Clapton pk, Builder. High Court. Pet June 10. Ord July 18

COTTON, WILLIAM, Stoke Newington rd, Toy Warehouseman. Edmonton. Pet July 18. Ord July 18

CULLIMORE, LEONARD, Birmingham, Fruiterer. Birmingham. Pet July 20. Ord July 20

DAVIDSON, WILLIAM, Portland pl. High Court. Pet July 2. Ord July 19

DAVIES, ISAAC, Llanfihangel Genewrglyn, Cardigan, Farmer. Aberystwith. Pet July 19. Ord July 19

DAVIES, MARY, Llansamlet, Glamorgan, Grocer. Neath. Pet July 18. Ord July 18

DAVIES, WILLIAM, Ferryside, Carmarthen, Draper. Carmarthen. Pet July 18. Ord July 18

DOBNEY, JOHN THREADGOLD, Pembroke st, Caledonian rd, Grocer. High Court. Pet July 19. Ord July 19

DOMBALLA, AMANDUS ADOLPHE, Motley st, Curtain rd, Shoreditch, Cabinet Manufacturer. High Court. Pet July 20. Ord July 20

FIELD, FREDERICK, Evesham, Worcester, Gardener. Worcester. Pet July 19. Ord July 19

GRAVIL, KITCHINGMAN, Sandal, nr Wakefield, Insurance Agent. Wakefield. Pet July 16. Ord July 16

GREEN, ELIAS, Stalbridge, Dorset, Pianoforte Dealer. Salisbury. Pet July 18. Ord July 18

HARRISON, BENJAMIN, Huddersfield, Contractor. Huddersfield. Pet July 16. Ord July 16

HAWS, CHARLES HENRY, Witcham, Cambridge, Brick Maker. Cambridge. Pet July 18. Ord July 18

HAZELL, JOHN JAMES, Farnham, Draper. Guildford and Godalming. Pet July 18. Ord July 18

HENDERSON, THOMAS, Gosforth, Northumberland, Grocer. Newcastle on Tyne. Pet July 18. Ord July 18

HOLDSWORTH, JOHN, Gomersal, Yorks, Flannel Manufacturer. Dewsbury. Pet July 19. Ord July 19

JONES, JOHN MORRIS, Barmouth, Merioneth, no occupation. Aberystwith. Pet July 19. Ord July 19

JUBB, JOHN HENRY, Sheffield, Auctioneer. Sheffield. Pet July 16. Ord July 18

JUDD, W B, Newgate st, Post Office Clerk. High Court, Ord July 19

KEYWOOD, FREDERICK, Nottingham, Hosiery Manufacturer. Nottingham. Pet July 15. Ord July 19

KNIGHT, EDMUND, Stoke Prior, nr Bromsgrove, Farmer. Worcester. Pet July 18. Ord July 18

LARRATT, ERNEST, Friday st, Skin Merchant. High Court. Pet July 20. Ord July 20
LEWIS, HENRY WALTER, Bath, Plumber. Bath. Pet July 20. Ord July 20
MARKHAM, WALTER JAMES, Rugby, Tailor. Coventry. Pet July 20. Ord July 20
MILNER, THOMAS, Halifax, Woollen Draper. Halifax. Pet July 18. Ord July 18
MILLS, ROBERT, Clee, Lincoln, Smackowner. Gt Grimsby. Pet July 18. Ord July 18
MITCHELL, HENRY, Kingston upon Hull, Fisherman. Kingston upon Hull. Pet July 20. Ord July 20
MORRIS, WILLIAM, Leeds, Commission Agent. Leeds. Pet July 20. Ord July 20
ONIONS, HENRY, Boningale, nr Albrighton, Salop, Licensed Victualler. Madeley. Pet July 19. Ord July 19
ORGANER, EDWARD, Boston, Lincolnshire, Draper. Boston. Pet July 20. Ord July 20
OWEN, ROBERT EDWARD, Beaumaris, Anglesey, Medical Practitioner. Bangor. Pet July 19. Ord July 19
PEAKE, DANIEL JOHN, Dover, Carpenter. Canterbury. Pet July 19. Ord July 19
PEAKE, JOHN NASH, Congleton, Cheshire, Colliery Proprietor. Hanley, Burslem, and Tunstall. Pet July 18. Ord July 18
PERRING, JAMES, Holbeton, nr Ivybridge, Devon, Baker. East Stonehouse. Pet July 20. Ord July 20
PIPER, GEORGE PARSEY, Gt Hormead, Hertfordshire, Farmer. Cambridge. Pet July 18. Ord July 18
PRITCHARD, THOMAS, New lane, Enfield, Baker. Edmonton. Pet July 20. Ord July 20
RADFORD, FREDERICK RICHARD, Bristol, Butcher. Bristol. Pet July 18. Ord July 18
ROBINSON, GEORGE, Rochdale, Lancashire, Boot Dealer. Oldham. Pet July 20. Ord July 20
ROUTH, RANDOLPH STEWART ARDEN, Dulverton, Somersetshire, no occupation. Exeter. Pet July 18. Ord July 18
SCHOFIELD, WILLIAM, and ASHTON SCHOFIELD, Oldham, Cotton Doublers. Oldham. Pet July 18. Ord July 18
SHAW, THOMAS, North Shields, Mason. Newcastle on Tyne. Pet July 18. Ord July 18
SIDDELEY, JOSHUA, and JOHN SIDDELEY, Newlyn, nr Penzance, Ice Manufacturers. Liverpool. Pet May 27. Ord July 19
SIMPSON, ROBERT, Shenstone, Staffordshire, Baker. Walsall. Pet July 18. Ord July 18
SMITHIES, JOHN, Elland, Yorks, Joiner. Halifax. Pet July 15. Ord July 18
STEEL, JAMES, Cheltenham, Dealer in Domestic Machinery. Cheltenham. Pet July 19. Ord July 19
STOKES, WILLIAM HENRY, Birchfield, Staffordshire, Jeweller. Birmingham. Pet July 19. Ord July 19
THORNTON, JAMES, Oxford, Bookseller. Oxford. Pet July 18. Ord July 18
WALDRON, JOHN, Walthamstow, Essex, Baker. High Court. Pet July 18. Ord July 18
WEBSTER, JOHN, Manchester, Baker. Manchester. Pet July 19. Ord July 19
WILLIAMS, JOHN, Chester, Provision Dealer. Chester. Pet July 20. Ord July 20
WILLIAMSON, JOHN, Droitwich, Worcestershire, Clerk in Holy Orders. Worcester. Pet July 19. Ord July 19
WRIGHT, EDWARD, Sheffield, Builder. Sheffield. Pet July 20. Ord July 20
YEO, JOHN HART, Brixham, Devon, Shipowner. East Stonehouse. Pet July 19. Ord July 19

## FIRST MEETINGS.

ABBOTT, WILLIAM JOSEPH, Pilton, Devon, Paper Manufacturer. July 29 at 3.30. Sanders & Sons, Auctioneers, Barnstaple
BARTON, THOMAS, Ulverston, Lancashire, Farmer. Aug 2 at 2. Sun Inn, Ulverston
BAYTHROP, WILLIAM, Barrow-in-Furness, Joiner. July 29 at 10. 2, Paxton ter, Barrow-in-Furness
BIRD, ALFRED JAMES, Mintern st, Hoxton, Furniture Manufacturer. July 29 at 12. 33, Carey st, Lincoln's inn
BLAMIRES, JOSHUA, Batley, Yorks, Rag Merchant. July 29 at 3. Off Rec, Bank chambers, Batley
BOWMAN, WILLIAM, Little Driffield, Yorks, Gardener. July 30 at 11. Off Rec, Lincoln's inn bldgs, Bowlalley lane, Hull
BRINKWORTH, ROBERT MESSITER, Bath, Corn Merchant. July 30 at 12. Off Rec, Bank chambers, Bristol
BROOKS, JAMES, Tiddington, Oxfordshire, Farrier. July 30 at 11.30. Off Rec, 1, St Aldates, Oxford
BROWNING, JAMES, Gaisford st, Kentish town, Builder. Aug 2 at 3. 109, Victoria st, Westminster
CARELESS, RICHARD, Campden, Gloucestershire, Commission Agent. July 29 at 11.30. Off Rec, 1, St Aldates, Oxford
CLARKE, RICHARD THOMAS, Milton-next-Gravesend, Chemist. Aug 2 at 11.30. Off Rec, High st, Rochester
DAVIES, MARY, Llansamlet, Glamorganshire, Grocer. July 30 at 11. Off Rec, 6, Rutland st, Swansea
EDISS, THOMAS WYATT, Newhaven, Sussex, Builder. July 29 at 12. Off Rec, 4, Pavilion bldgs, Brighton
FIELD, FREDERICK, Evesham, Worcestershire, Market Gardener. Aug 3 at 10.30. Off Rec, Worcester.
FULLER, WILLIAM STEPHEN, Worthing, Coach Builder. July 29 at 3. Off Rec, 4, Pavilion bldgs, Brighton
GORDON, WILLIAM, and DUNCAN GORDON, Billiter st, Merchants. July 29 at 2.30. Bankruptcy bldgs Lincoln's inn
GRAVIL, KITCHINGMAN, Sandel, nr Wakefield, Insurance Agent. July 29 at 11. Off Rec, Bond ter, Wakefield
GREEN, ELIAS, Fareham, Pianoforte Dealer. July 29 at 2.30. Off Rec, Salisbury
HARRISON, BENJAMIN, Huddersfield, Contractor. July 29 at 11. Haigh & Sons, solors, New st, Huddersfield
HAWS, CHARLES HENRY, Witcham, Cambridgeshire, Brick Maker. Aug 2 at 2.30. Lamb Hotel, Ely
HAYWARD, WILLIAM, Christchurch, Watchmaker. July 29 at 11.30. Off Rec, Salisbury
HENDERSON, THOMAS, Gosforth, Northumberland, Grocer. Aug 2 at 2. Off Rec, Pink lane, Newcastle on Tyne
HOGBEN, THOMAS, Hawkinge, nr Folkestone, Veterinary Surgeon. Aug 3 at 12.30. 73, Sandgate rd, Folkestone
IVES, GEORGE, New Scarborough, nr Wakefield, Grease Manufacturer. July 29 at 11.30. Off Rec, Bond terrace, Wakefield
JONES, JOHN OWEN, Llanfihangel Bachellaeth, Carnarvonshire, Farmer. July 29 at 10. Royal Hotel, Carnarvon
KENT, WILLIAM, High st, Thames Ditton, Smith. July 29 at 11. Cannon st Hotel
KNIGHT, EDMUND, Stoke Prior, nr Bromsgrove, Farmer. Aug 3 at 11. Off Rec, Worcester
LAUNDON, JOHN EALY, Beauchamp, Leicestershire, Butcher. July 30 at 12. 28, Friar lane, Leicester
LYONS, SAMUEL, Crewe, Fitter. Aug 10 at 10. 152, Hospital st, Nantwich
MILNER, THOMAS, Halifax, Woollen Draper. July 30 at 11. Off Rec, Halifax
MOLE, ISAAC, Colchester, Boot Maker. July 30 at 11. Townhall, Colchester
MOLYNEAUX, JOHN, Chorley, Lancs, Licensed Victualler. July 29 at 11. 16, Wood st, Bolton
NELSON, WILLIAM, Liverpool, Engineer's Assistant. Aug 8 at 3. Off Rec, 35, Victoria st, Liverpool
PEAKE, JOHN NASH, Congleton, Cheshire, Colliery Proprietor. Aug 1 at 2.30. North Stafford Hotel, Stoke upon Trent
RADFORD, FREDERICK RICHARD, Bristol, Butcher. Aug 8 at 12.30. Off Rec, Bank chmbrs, Bristol
RILEY, EDWARD, Rawtenstall, Lancs, Smallware Dealer. July 29 at 3.30. Off Rec, Ogden's chmbrs, Bridge st, Manchester
ROUTH, RANDOLPH STEWART ARDEN, Dulverton, Somerset, no occupation. July 30 at 11. Bankruptcy bdgs, Portugal st
ROYCE, WILLIAM, Birch, Essex, Miller. July 30 at 11.30. Townhall, Colchester
SCHOFIELD, WILLIAM, and ASHTON SCHOFIELD, Oldham, Cotton Doublers. Aug 8 at 3. Off Rec, Priory chmbrs, Union st, Oldham
SHAW, SAMUEL, Heaton Norris, Lancs, Coal Merchant. July 29 at 11.30. Off Rec, County chmbrs, Market pl, Stockport
SHAW, THOMAS, North Shields, Mason. Aug 2 at 2.45. Off Rec, Pink lane, Newcastle on Tyne
SIMPSON, ROBERT, Shenstone, Staffordshire, Baker. Aug 8 at 11. Off Rec, Walsall
SMITHIES, JOHN, Elland, Yorks, Joiner. July 30 at 12. Off Rec, Halifax
TAUNTON, WILLIAM, Bristol, Plumber. July 30 at 11. Off Rec, Bank chbrs Bristol
TODD, EDWARD, Kendal, Furniture Remover. July 30 at 11.30. 37, Stramongate, Kendal
WEINGOLD, SAMUEL HYAM, and MAURICE LEVY, Manchester, Jewellers. Aug 2 at 4. Off Rec, 25, Colmore row, Birmingham
WHITTAKER, THOMAS, Heanor, Derbyshire, Builder. July 29 at 3. Off Rec, St James's chbrs, Derby
WILLIAMSON, JOHN, Droitwich, Worcestershire, Clerk in Holy Orders. Aug 3 at 10. Off Rec, Worcester
WITHERS, JAMES, Cheddar, Somersetshire, Cropper. July 29 at 12.30. Bath Arms Hotel, Cheddar
WRIGHT, WILLIAM WALDON, Great Yarmouth, Bricklayer. July 29 at 11.15. Blake, South Quay, Yarmouth

## ADJUDICATIONS.

ALLCOCK, CHARLES, Derby, Grocer. Derby. Pet June 30. Ord July 19
ATKINS, JAMES, Birkenhead, Licensed Victualler. Birkenhead. Pet July 16. Ord July 19
ATTENBOROUGH, THOMAS, Ilkeston, Derby, Cattle Dealer. Derby. Pet July 1. Ord July 19
BEVINGTON, EDWIN, Leigh, Lancs, Provision Dealer. Bolton. Pet July 20. Ord July 20
BRADBURY, SAMUEL WILLIAM, New Oxford st, Commercial Traveller. High Court. Pet June 24. Ord July 19
COOPER, WATSON, Stockton on Tees, Draper. Stockton on Tees and Middlesborough. Pet July 18. Ord July 18
COSSEY, G, Manderville st, Clapton pk, Builder. High Court. Pet June 10. Ord July 19
COTTON, WILLIAM, Stoke Newington rd, Stoke Newington, Toy Warehouseman. Edmonton. Pet July 18. Ord July 18
DAVIES, MARY, Llansamlet, Glamorgan, Grocer. Neath. Pet July 18. Ord July 20
DAVIS, EDWARD HENRY, Bristol, Accountant. Bristol. Pet July 11. Ord July 20
DOMSALLA, AMANDUS ADOLPHE, Motley st, Curtain rd, Shoreditch, Cabinet Manufacturer. High Court. Pet July 20. Ord July 20
FOX, W. G., Moreton ter, Belgrave rd, Pimlico. High Court. Pet May 25. Ord July 18
GODDARD, WILLIAM BARNES, Edgware rd, Mantle Manufacturer. High Court. Pet June 30. Ord July 19
GORDON, J. R. HAY, residence unknown. High Court. Pet May 27. Ord July 20
GRAVIL, KITCHINGMAN, Sandal, nr Wakefield, Insurance Agent. Wakefield. Pet July 16. Ord July 16
GWYNN, WILLIAM, Crispin st, Spitalfields, Coal Merchant. High Court. Pet July 15. Ord July 19
HARRISON, BENJAMIN, Huddersfield, Contractor. Huddersfield. Pet July 16. Ord July 16
HAWS, CHARLES HENRY, Witcham, Cambridgeshire, Brick Maker. Cambridge. Pet July 18. Ord July 18
MORRIS, JONES JOHN, Barmouth, Merionethshire, no occupation. Aberystwith. Pet July 19. Ord July 19
JUBB, JOHN HENRY, Sheffield, Auctioneer. Sheffield. Pet July 16. Ord July 16
KENT, WILLIAM, High st, Thames Ditton, Smith. Kingston, Surrey. Pet June 25 Ord July 19
LLEWELLYN, JOHN, and SAMUEL GETHING LEWIS, Cardiff, Coal Merchants. Cardiff. Pet June 14. Ord July 20
MILLS, ROBERT, Clee, Lincolnshire, Smack Owner. Great Grimsby. Pet July 18. Ord July 18
MILNER, THOMAS, Halifax, Woollen Draper. Halifax. Pet July 18. Ord July 18
MITCHELL, HENRY, Kingston upon Hull, Fish Merchant. Kingston upon Hull. Pet July 20. Ord July 20
MORRIS, WILLIAM, Leeds, Commission Agent. Leeds. Pet July 20. Ord July 20
MOSES, JOHN, jun, Hebden Bridge, Yorks, Mason. Burnley. Pet July 18. Ord July 20
MUSGRAVE, ARTHUR SEYMOUR, Wimborne, Dorset, Builder. Poole. Pet July 1. Ord July 19
OAKLEY, WILLIAM, Tunbridge Wells, Builder. Tunbridge Wells. Pet June 23. Ord July 18
PEAKE, DANIEL JOHN, Dover, Carpenter. Canterbury. Pet July 19. Ord July 19
RILEY, EDWARD, Rawtenstall, Lancs, Smallware Dealer. Blackburn. Pet July 15. Ord July 19
ROBERTS, JOSEPH, Pembroke Dock, Fancy Dealer. Pembroke Dock. Pet July 11. Ord July 18
ROUTH, RANDOLPH STEWART ARDEN, Dulverton, Somerset, no occupation. Exeter. Pet July 18. Ord July 18
SCHOFIELD, WILLIAM, and ASHTON SCHOFIELD, Oldham, Cotton Doublers. Oldham. Pet July 15. Ord July 18
SHAW, THOMAS, North Shields, Mason. Newcastle on Tyne. Pet July 18. Ord July 19
SIMPSON, ROBERT, Shenston, Staffs, Baker. Walsall. Pet July 18. Ord July 18
SMITH, EDWARD MATTHEW BROOKE, Eagle st, Red Lion st, Builder. High Court. Pet April 25. Ord July 20
SMITHIES, JOHN, Elland, Yorks, Joiner. Halifax. Pet July 15. Ord July 19
TAUNTON, WILLIAM, Bristol, Plumber. Bristol. Pet July 15. Ord July 18
TORRINGTON, ALFRED, Rhyl, Flint, Builder. Bangor. Pet July 15. Ord July 20
TREMELLEN, CAROLINE, Liskeard, Cornwall, Grocer. East Stonehouse. Pet July 15. Ord July 18
VALENTINE, THOMAS BUCKNER HENRY, Westhampnett, Sussex, Gent. Brighton. Pet June 3. Ord July 18
VOCE, JOSEPH CHARLES, Bristol, Baker. Bristol. Pet July 12. Ord July 20

WALDRON, JOHN, Walthamstow, Baker. High Court. Pet July 18. Ord July 18
WATTS, EDWIN HENRY, Carnaby st, Regent st, Goldsmith. High Court. Pet June 30. Ord July 13
WEBSTER, JOHN, Manchester, Baker. Manchester. Pet July 19. Ord July 20
WEINGOLD, SAMUEL HYAM, and MAURICE LEVY, Manchester, Jewellers. Manchester. Pet July 12. Ord July 19
WILLIAMS, FRANCIS EDWARD, Salisbury, Grocer. Salisbury. Pet July 11. Ord July 16

*London Gazette.*—TUESDAY, July 26.

## RECEIVING ORDERS.

ASHMELL, THOMAS JAMES, Belle Vue, nr Wakefield, Coal Merchant. Wakefield. Pet July 21. Ord July 21
BAKER, FREDERICK GEORGE, Shanklin, Isle of Wight, Watchmaker. Newport and Ryde. Pet July 23. Ord July 23
BECK, THOMAS, Birmingham, Bootmaker. Birmingham. Pet July 7. Ord July 22
BEEGLEMYER, JOSEPH WILLIAM, Finsbury pavement, Tailor. High Court. Pet July 22. Ord July 22
BEHRENS, BENNETT, Swansea, Money Lender. Swansea. Pet July 22. Ord July 22
BROOME, —, Brighton, Grocer. Brighton. Pet July 9. Ord July 21
BUDDEN, WILLIAM ELIAS, Yarmouth, Bootmaker. Newport and Ryde. Pet July 18. Ord July 18
CLAYDEN, JOHN, Essex rd, Corn Dealer. High Court. Pet June 10. Ord July 19
CLUTTERBUCK, JABEZ, Bristol, out of business. Bristol. Pet July 21. Ord July 21
COLLIER, JASPER, Kingston upon Hull, Smack Owner. Kingston upon Hull. Pet July 22. Ord July 22
DART, CHARLES, Saltash, Cornwall, Builder. East Stonehouse. Pet July 21. Ord July 21
DIXON, JAMES, and TOM MITCHELL, Elland, Musical Instrument Dealers. Halifax. Pet July 19. Ord July 21
DODSON, JOHN, jun, Rugby, Fishmonger. Coventry. Pet July 21. Ord July 21
EDWARDS, JOHN WARD, Bedford, Baker. Bedford. Pet July 21. Ord July 21
GOOLD, HENRY, Birmingham, Silk Mercer. Birmingham. Pet June 18. Ord July 22
GREEN, JOHN, Rotherham, Yorks, Grocer. Sheffield. Pet July 1. Ord July 21
HULLIBARTON, JOHN GILL, Brampton, Cumberland, Saddler. Carlisle. Pet July 21. Ord July 21
HANDS, ALBERT EDWARD, Halesowen, Baker. Stourbridge. Pet July 16. Ord July 16
HESLOP, RICHARD, Mirfield, Yorks, Innkeeper. Dewsbury. Pet July 22. Ord July 22
HODSON, FREDERICK GEORGE, Masbrough, Yorks, out of business. Sheffield. Pet July 21. Ord July 21
HORSLEY, HORATIO GEORGE, HUBERT JOSEPH HORSLEY, and ALFRED HOWARD HORSLEY, Birmingham, Builders. Birmingham. Pet July 22. Ord July 22
HUCK, WILLIAM, and HENRY HUCK, Endmoor, nr Kendal, Builders. Kendal. Pet July 23. Ord July 23
JAMES, WILLIAM HENNIS, Queen Victoria st, Cafe Proprietor. High Court. Pet July 20. Ord July 21
JENKINS, EVAN, Aberdare, Grocer. Aberdare. Pet July 21. Ord July 21
JONES, DAVID, Llanbadarnfawr, Cardiganshire, Farmer. Aberystwith. Pet July 21. Ord July 21
KEARNEY, JULIA, Manchester, Milliner. Manchester. Pet July 23. Ord July 23
KENT, HANNAH, Bletchingley, Surrey, Grocer. Croydon. Pet July 22. Ord July 22
KRANCZ, B. F., Hatton garden, Commission Agent. High Court. Pet July 5. Ord July 23
LEGG, GEORGE FRANCIS, St James's st, Solicitor. High Court. Pet June 29. Ord July 29
LEWIS, THOMAS, Swansea, Tailor. Swansea. Pet July 21. Ord July 21
LUNGLEY, WILLIAM, and GEORGE WILLIAM LUNGLEY, Plaistow, Essex, Brick Merchants. High Court. Pet July 23. Ord July 23
MANNERING, THOMAS DAVID, Rye, Coachbuilder. Hastings. Pet July 21. Ord July 21
MARSON, THOMAS, Birmingham, Jeweller. Birmingham. Pet July 21. Ord July 21
PEACOCK, JOHN JEAN, Plymouth, Commission Agent. East Stonehouse. Pet July 23. Ord July 23
PICKRELL, JOHN, Grange Town, nr Middlesborough, Butcher. Stockton on Tees and Middlesborough. Pet July 22. Ord July 22
ROBERTS, THOMAS, St Levan, Cornwall, Farmer. Truro. Pet July 23. Ord July 23
RUFF, WILLIAM, Little Staughton, Bedford, Machinist. Bedford. Pet July 22. Ord July 23
SAVILLE, FRANK, North crescent, Chenies st, Tottenham ct rd, Money Lender. High Court. Pet July 1. Ord July 11
SCHOFIELD, JOHN, Sheffield, Comb Manufacturer. Sheffield. Pet July 22. Ord July 23
SLAPOFFSKI, JOSEPH GUSTAVE, Camden st, Camden rd, Professor of Music. High Court. Pet July 22. Ord July 22
SMITH, HERBERT, Halifax, Mill Manager. Halifax. Pet July 13. Ord July 22
SMITH, WILLIAM, Gt Haywood, Stafford, Labourer. Stafford. Pet July 23. Ord July 23
SPIKESMAN, RICHARD, High st, Epsom, Grocer. Croydon. Pet July 19. Ord July 19
STEPHENSON, BENJAMIN, Gillygate, York, Beer Commission Agent. York. Pet July 22. Ord July 22
TAYLOR, WILLIAM, Stroud, Tailor. Gloucester. Pet July 22. Ord July 22
TURNER, HARRY, Remington st, City rd, Builder. High Court. Pet July 21. Ord July 21
YOUNG, J ARTHUR, Victoria st, Westminster, Engineer. High Court. Pet June 9. Ord July 21

## FIRST MEETINGS.

ASHMELL, THOMAS JAMES, Belle Vue, nr Wakefield, out of business. Aug 2 at 11.30. Off Rec, Bond ter, Wakefield
ATKINS, JAMES, Birkenhead, Licensed Victualler. Aug 3 at 2. Off Rec, 43, Hamilton sq, Birkenhead
BARNES, HENRY, Old Kent rd, Lead Merchant. Aug 2 at 2.30. Bankruptcy bdgs, Portugal st, Lincoln's inn fields
BEHRENS, BENNETT, Swansea, Money Lender. Aug 4 at 3. Off Rec, 6, Rutland st, Swansea
BEVINGTON, EDWIN, Leigh, Lancs, Provision Dealer. Aug 3 at 11.30. 16, Wood st, Bolton
BLAKE, GEORGE HENRY, Archer st, Westbourne grove, Greengrocer. Aug 2 at 11. 33, Carey st, Lincoln's inn fields
BLISS, ROBERT ENOCH, Birmingham, Fruiterer. Aug 9 at 11. 25, Colmore row, Birmingham
BUDDEN, WILLIAM ELIAS, Yarmouth, Boot Maker. Aug 3 at 2. Off Rec, Newport, I W
BURRIDGE, JOHN, Moorgate st, Advertising Agent. Aug 3 at 12. Bankruptcy bdgs, Portugal st, Lincoln's inn fields
BURNETT, JOHN. West Melton, nr Rotherham, Provision Merchant. Aug 3 at 12.30. Off Rec, Figtree lane, Sheffield
BUTTERFIELD, ELIJAH TATHAM, Nelson, Lancashire, Builder. Aug 2 at 3. Exchange Hotel, Nicholas st, Burnley
CHESTERTON, ALBERT, Openshaw, nr Manchester, Watchmaker. Aug 3 at 3.30. Off Rec, 1, High pavement, Nottingham
CLUTTERBUCK, ENOCH WYATT, Newport, Mon, Commercial Traveller. Aug 3 at 3. Off Rec, Merthyr Tydfil
CLUTTERBUCK, JABEZ, Bristol, out of business. Aug 18 at 3.30. Off Rec, Bank chmbrs, Bristol
COPEMAN, WALTER, Lowestoft, Butcher. Aug 6 at 12.30. Off Rec, 8, King st, Norwich
DALTROFF, BENJAMIN, City rd, Boot Manufacturer. Aug 3 at 11. Bankruptcy bdgs, Portugal st, Lincoln's inn fields
DAVIES, WILLIAM, Ferryside, Carmarthenshire, Draper. Aug 2 at 11. Off Rec, 11, Quay st, Carmarthen
DEDMAN, FRANCIS, Coulter rd, Hammersmith, Grocer. Aug 4 at 12. Bankruptcy bdgs, Portugal st, Lincoln's inn fields
DEWDNEY, WILLIAM, Truro rd, Wood Green, no occupation. Aug 4 at 11. No. 16 Room, 20 and 21, St. Swithin's lane
DICK, A. E., & Co, Leadenhall st, Marine Insurance Brokers. Aug 2 at 11. Bankruptcy bdgs, Portugal st, Lincoln's inn fields
DIXON, JAMES, and TOM MITCHELL, Elland, Yorks, Musical Instrument Dealers. Aug 3 at 10.30. Off Rec, Halifax
DODSON, JOHN, jun, Rugby, Fishmonger. Aug 4 at 2.30. E T Peirson, Off Rec, 17, Hertford st, Coventry
ELVY, CHARLES JOHN, Amhurst rd, Hackney, Tailor. Aug 2 at 2.30. 33, Carey st, Lincoln's inn fields
GALE, GEORGE, Tredegar, Mon, Butcher. Aug 3 at 12. Off Rec, Merthyr Tydfil
HALLIBURTON, JOHN GILL, Brampton, Cumberland, Saddler. Aug 4 at 12. Off Rec, 34, Fisher st, Carlisle
HOBSON, HORACE, Sheffield, Painter. Aug 3 at 11.30. Off Rec, Figtree lane Sheffield
HOLDSWORTH, JOHN, Gomersal, Yorks, Flannel Maker. Aug 2 at 11. Off Rec, Bank chbrs, Batley
JENNINGS, JOHN, Ewell rd, Surbiton, Watchmaker. Aug 4 at 12. 16 Room, 20 and 21, St Swithin's lane
JOHNSON, FRANCIS, Leeds, Plumber. Aug 3 at 11. Off Rec, St Andrew's chbrs, 22, Park row, Leeds
JUBB, JOHN HENRY, Sheffield, Auctioneer. Aug 3 at 1. Off Rec, Figtree lane, Sheffield
KEARNEY, JULIA, Manchester, Milliner. Aug 5 at 11. Off Rec, Ogden's chbrs, Bridge st, Manchester
LEWIS, HENRY WALTER, Bath, Plumber. Aug 10 at 12.30. Off Rec, Bank chambers, Bristol
LEWIS, THOMAS, Swansea, Tailor. Aug 4 at 11. Off Rec, 6, Rutland st, Swansea
MARKHAM, WALTER JAMES, Rugby, Tailor. Aug 4 at 11. Pengam, Solor 20, North st, Rugby
MARKS, ALFRED, Old st, Furniture Dealer. Aug 3 at 11. 33, Carey st, Lincoln's inn fields
OWEN, MORRIS WILLIAMS LLOYD, Haverfordwest, Esq. Aug 2 at 1.30. Off Rec, 11, Quay st, Carmarthen
PEAKE, DANIEL JOHN, Dover, Carpenter. Aug 3 at 10.30. King's Head Hotel, Dover
PHILLIPS, S. ELLIS, High Holborn, Tailor. Aug 4 at 11. 33, Carey st, Lincoln's inn fields
PHILLIPS, WILLIAM DANIEL, Odwyn, Cardiganshire, Corn Merchant. Aug 10 at 12.30. Lion Hotel, Aberystwith
PIPER, GEORGE PARSEY, Gt Hormead, Hertfordshire, Farmer. Aug 5 at 12. Bankruptcy bdgs, Portugal st, Lincoln's inn fields
POLLYBLANK, NICHOLAS, and RICHARD HENRY PARR, Holborn, Licensed Victuallers. Aug 3 at 12. 33, Carey st, Lincoln's inn fields
PRIDDIS, MATILDA, and FRANCES GODWIN, Winchester, Bootmakers. Aug 10 at 2.30. Black Swan Hotel, Winchester
RICHARDSON, EDWIN, and HARRY PETERS, Bromwich, Staffordshire, Egg Merchants. Aug 3 at 10.30. County Court, Oldbury
ROBINSON, GEORGE, Rochdale, Lancashire, Boot Dealer. Aug 3 at 3.30. Townhall, Rochdale
SMITH, EDWARD MATTHEW BROOKE, Eagle st, Red Lion st, Builder. Aug 4 at 2.30. 33, Carey st, Lincoln's inn fields
SMITH, HERBERT, Halifax, Mill Manager. Aug 3 at 12. Off Rec, Halifax
TAYLOR, WILLIAM, Stroud, Tailor. Aug 2 at 4. Imperial Hotel, Stroud
TORKINGTON, ALFRED, Rhyl, Builder. Aug 2 at 2.30. Off Rec, Crypt chmbrs, Chester
WEBSTER, JOHN, Manchester, Baker. Aug 5 at 11.30. Off Rec, Ogden's chmbrs, Bridge st, Manchester
WILLIAMS, ARTHUR, the younger, Paul, Cornwall, Fisherman. Aug 3 at 12. Off Rec, Boscawen st, Truro
WILLIAMS, JOHN, Chester, Provision Dealer. Aug 5 at 12. Off Rec, Crypt chmbrs, Chester
WRIGHT, SAMUEL, Lilypot lane, Noble st, Warehouseman. Aug 4 at 12. 33, Carey st, Lincoln's inn fields

## ADJUDICATIONS.

ASH, ROSINA, Birmingham, Pawnbroker. Birmingham. Pet June 3. Ord July 21
ASHMELL, THOMAS JAMES, Belle Vue, nr Wakefield, Coal Merchant. Wakefield. Pet July 21. Ord July 22
BLATHERWICK, THOMAS, Nottingham, Painter. Nottingham. Pet July 2. Ord July 22
BRAYSHAY, WILLIAM WRIGHT, Birmingham, Hotel Proprietor. Birmingham. Pet July 2. Ord July 20
BROOKS, JAMES, Tiddington, Oxfordshire, Farrier. Aylesbury. Pet July 13. Ord July 21
BROWN, DAVID, Walthamstow, Essex, Egg Merchant. High Court. Pet July 18. Ord July 22
BUDDEN, WILLIAM ELIAS, Yarmouth, Boot Maker. Newport and Ryde. Pet July 18. Ord July 18
CHESTERTON, ALBERT, Openshaw, nr Manchester, Watchmaker. Nottingham. Pet July 15. Ord July 21
CLEGHORN, DAVID MENEIES, and WILLIAM ROBSON CLEGHORN, Liverpool, Ironfounders. Liverpool. Pet July 5 Ord July 21
COLLIER, JASPER, Kingston upon Hull, Smackowner. Kingston upon Hull. Pet July 22. Ord July 22
DART, CHARLES, Saltash, Cornwall, Builder. East Stonehouse. Pet July 21. Ord July 22
DAVIES, WILLIAM, Ferryside, Carmarthenshire, Draper. Carmarthen. Pet July 18. Ord July 23
DAWES, ELISABETH, Frodingham, Lincolnshire, Pig Iron Maker. Oldbury. Pet May 25. Ord July 22
DIXON, JAMES, and TOM MITCHELL, Elland, Yorks. Musical Instrument Dealers. Halifax. Pet July 19. Ord July 21
DOBBEY, JOHN THREADGOLD, Pembroke st, Caledonian rd, Grocer. High Court. Pet July 19. Ord July 21
EDWARDS, JOHN WARD, Bedford, Baker. Bedford. Pet July 21 Ord July 21

FIELD, FREDERICK, Evesham, Worcester, Market Gardener. Worcester. Pet July 19. Ord Suly 23
FRAMPTON, ROBERT WILLIAM, Ventnor, I W, Baker. Newport and Ryde. Pet June 23. Ord June 24
HALLIBURTON, JOHN GILL, Brampton, Cumberland, Saddler. Carlisle. Pet July 21. Ord July 23
HANDS, ALBERT EDWARD, Halesowen, Worcester, Baker. Stourbridge. Pet July 16. Ord July 16
HESLOP, RICHARD, Mirfield, Yorks, Innkeeper. Dewsbury. Pet July 22. Ord July 22
HODSON, FREDERICK GEORGE, Masbrough, Yorks, out of business. Sheffield. Pet July 21. Ord July 21
HOWLETT, WILLIAM THOMAS, Birmingham, Hatter. Birmingham. Pet July 14. Ord July 19
HUCK, WILLIAM, and HENRY HUCK, Endmoor, nr Kendal, Builders. Kendal. Pet July 23. Ord July 23
JAMES, WILLIAM HENNIS, Queen Victoria st, Cafe Proprietor. High Court. Pet July 20. Ord July 22
JENKINS, EVAN, Aberdare, Grocer. Aberdare. Pet July 21. Ord July 21
KEARNEY, JULIA, Manchester, Milliner. Manchester. Pet July 23. Ord July 23
KNIGHT, EDMUND Stoke Prior, nr Bromsgrove, Farmer. Worcester. Pet July 18. Ord July 23
LAING, JOSEPH, Stapenhill, Drug Keeper. Burton on Trent. Pet June 29. Ord July 22
LARRATT, ERNEST, Friday st, Skin Merchant. High Court. Pet July 20. Ord July 22
MITCHELL, CHARLES, Swinton, Yorks, Farmer. Scarborough. Pet July 4. Ord July 21
NELSON, WILLIAM, Liverpool, Engineer's Assistant. Liverpool. Pet July 16. Ord July 22
NUTTING, CHARLES, Catford, Kent, Stationer. Greenwich. Pet June 15. Ord July 22
PEARSON, GEORGE, Gateshead, Cement Maker. Newcastle on Tyne. Pet July 9. Ord July 23
POTTERTON, EDWARD, and ROBERT WILLIAM GOULD, East Molesey, Timber Merchants. Kingston, Surrey. Pet June 23. Ord July 21
SCHOFIELD, JOHN, Sheffield, Comb Maker. Sheffield. Pet July 23. Ord July 23
SMITH, HERBERT, Halifax, Mill Manager. Halifax. Pet July 13. Ord July 22
SPIKESMAN, RICHARD, High st, Epsom, Grocer. Croydon. Pet July 19. Ord July 21
STEPHENSON, BENJAMIN, York, Beer Commission Agent. York. Pet July 22. Ord July 22
SUTER, WILLIAM HENRY, Liverpool, out of business. Liverpool. Pet July 7. Ord July 21
SYKES, JOSEPH, Huddersfield, Finisher. Huddersfield. Pet June 24. Ord July 21
TAYLOR, WILLIAM, Stroud, Gloucestershire, Tailor. Gloucester. Pet July 22. Ord July 22
THWAITE, SAM HARTLEY, Bradford, Grocer. Bradford. Pet July 6. Ord July 21
TURNER, HARRY, Remington st, City rd, Builder. High Court. Pet July 21. Ord July 23
WEDDALL, EDWIN, Crowle, Lincolnshire, no occupation. Sheffield. Pet May 27. Ord July 22
WILKINS, ANN, Liverpool, Boot Manufacturer. Liverpool. Pet July 6. Ord July 22
WILLIAMS, JOHN, Chester, Provision Dealer. Chester. Pet July 20. Ord July 23
WRIGHT, SAMUEL, Lilypot lane, Noble st, Warehouseman. High Court. Pet June 17. Ord July 21
YEO, JOHN HART, Brixham, Devon, Shipowner. East Stonehouse. Pet July 19. Ord July 20

## SALES OF ENSUING WEEK.

Aug. 3.—Messrs. BAKER & SONS, in a Marquee on the Estate at Addlestone, at 2 p.m., Freehold Plots of Freeho'd Land (see advertisement, July 9, p. 4).
Aug. 3.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Freehold Building Site (see advertisement, July 16, p. 4).
Aug. 3.—Messrs. GEO. GOULDSMITH, SON, & Co., at the Mart, at 2 p.m., Business Premises (see advertisement, July 23, p. 4).
Aug. 5.—Messrs. NORTON, TRIST, & GILBERT, at the Mart, Reversions (see advertisement, July 9, p. 4).

## BIRTHS, MARRIAGES, AND DEATHS.

### BIRTHS.

COCK.—July 23, at Betchworth, Surrey, the wife of Alfred Cock, Q.C., of a son.
CREE.—July 22, at Nevern-road, S.W., the wife of Charles E. Cree, barrister-at-law, of a son.
VICKERS.—July 18, at Bedford-road, Clapham, the wife of Henry George Vickers, barrister-at-law, of a son.

### MARRIAGES.

BOYD-SIMMS.—July 27, at St. Marylebone, John Boyd, advocate, Edinburgh, to Ada Marian, daughter of the late Henry Simms, Bath
RANDALL—BINNIE.—July 21, Eugene Thomas Randall, of Gray's-inn, solicitor, to Alice, daughter of the late Richard Binnie, of Sydney, New South Wales.
ROXBURGH—MORTLOCK.—July 14, at Christ Church, Lancaster-gate, W., Francis Roxburgh, B.A., LL.M., barrister-at-law, to Annie Gertrude, daughter of the Rev. Edward Thomas Mortlock, Rector of Snailwell.
WILKIN—WYATT.—July 23 Lewis Wilkin, barrister-at-law, to Gaynor Mercy, daughter of Sir Richard Wyatt, of Grosvenor-place, S.W.

### DEATHS.

FLEMING.—July 23, at Dorset-square, James Fleming, Q.C., Chancellor of Durham, aged 80.
HEELIS.—July 26, Edward Heelis, of Appleby, Westmoreland, solicitor, aged 52.
ROBINSON.—July 22, at Albert-square, Clapham-road, James Frederick Robinson, Solicitor.

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